

## SOLICITATION

FINAL

1. SOLICITATION NO. N00024-13-R-3217		2. AMENDMENT NO.		3. EFFECTIVE DATE 07/10/2013		4. PURCHASE REQUEST NO. 00000	
5. ISSUED BY Eva A Hochman SPAWAR HQ 4301 Pacific Highway San Diego CA 92110 eva.hochman@navy.mil 858-537-0287		CODE		6. ADMINISTERED BY		CODE	
7. CONTRACTOR		CODE		FACILITY		8. DELIVERY DATE See Section F	
						9. CLOSING DATE/TIME 08/12/2013 0900 (hours local time – Block 5 issuing office)	
						SET ASIDE TYPE SB Set-Aside	
						10. MAIL INVOICES TO See Section G	
11. SHIP TO  See Section D				12. PAYMENT WILL BE MADE BY CODE			
13. TYPE OF ORDER	D	X	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above-numbered contract.				
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.							
NAME OF CONTRACTOR		SIGNATURE		TYPED NAME AND TITLE		DATE SIGNED	
14. ACCOUNTING AND APPROPRIATION DATA See Section G							
15. ITEM NO.	16. SCHEDULE OF SUPPLIES/SERVICES		17. QUANTITY ORDERED/ACCEPTED*	18. UNIT	19. UNIT PRICE	20. AMOUNT	
See the Following Pages							
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.			21. UNITED STATES OF AMERICA  By: _____ CONTRACTING/ORDERING OFFICER			22. TOTAL	
SECTION	DESCRIPTION			SECTION	DESCRIPTION		
B	SUPPLIES OR SERVICES AND PRICES/COSTS			H	SPECIAL CONTRACT REQUIREMENTS		
C	DESCRIPTION/SPECS/WORK STATEMENT			I	CONTRACT CLAUSES		
D	PACKAGING AND MARKING			J	LIST OF ATTACHMENTS		
E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS		
F	DELIVERIES OR PERFORMANCE			L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS		
G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD		

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 2 of 2	FINAL
--------------------------------------	---------------	----------------	-------

## GENERAL INFORMATION

1. The purpose of this Task Order is to provide the Program Executive Office Enterprise Information Systems (PEO-EIS) with professional support services to include Acquisition Program Management, Project Management, Financial Management, Contracting Activities, Administration and Operations, Strategic Management and Communications, and Total Force Management for PEO-EIS, the Naval Enterprise Network (NEN) Program Office (PMW-205), and the Naval Enterprise Resource Planning (ERP) Program Office (PMW-220).
2. This is a follow on to N00178-04-D-4024 NS27 (Booz Allen Hamilton - large business); N00178-04-D-4062 NS01 (J.L. Herren & Associates - small business) and N00178-04-D-4020 NS08 (Deloitte Consulting - large business).
3. The closing date for this solicitation is 12 August 2013.

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 1 of 94	FINAL
--------------------------------------	---------------	-----------------	-------

## SECTION B SUPPLIES OR SERVICES AND PRICES

Offerors please complete.

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
-----	-----	-----	-----	-----	-----	-----
7001	Base Year PEO EIS Labor (O&MN,N)	1.0	LO			
7002	Base Year PMW 205 Labor (O&MN,N)	1.0	LO			
7003	Base Year PMW 220 Labor (O&MN,N)	1.0	LO			
7101	Option Year 1 PEO EIS Labor (O&MN,N) Option	1.0	LO			
7102	Option Year 1 PMW 205 Labor (O&MN,N) Option	1.0	LO			
7103	Option Year 1 PMW 220 Labor (O&MN,N) Option	1.0	LO			
7201	Option Year 2 PEO EIS Labor (O&MN,N) Option	1.0	LO			
7202	Option Year 2 PMW 205 Labor (O&MN,N) Option	1.0	LO			
7203	Option Year 2 PMW 220 Labor (OTHER) Option	1.0	LO			
7301	Award Term 1 PEO EIS Labor (O&MN,N) Option	1.0	LO			
7302	Award Term 1 PMW 205 Labor (O&MN,N) Option	1.0	LO			
7303	Award Term 1 PMW 220 Labor (OTHER) Option	1.0	LO			
7401	Award Term 2 PEO EIS Labor (O&MN,N)	1.0	LO			

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 2 of 94	FINAL
--------------------------------------	---------------	-----------------	-------

Option

7402 Award Term 2 PMW 1.0 LO  
205 Labor  
(O&MN,N)  
Option

7403 Award Term 2 PMW 1.0 LO  
220 Labor (OTHER)  
Option

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
-----	-----	-----	----	-----
9001	Base Year PEO EIS ODC (O&MN,N)	1.0	LO	
9002	Base Year PMW 205 ODC (O&MN,N)	1.0	LO	
9003	Base Year PMW 220 ODC (OTHER)	1.0	LO	
9101	Option Year 1 PEO EIS ODC (O&MN,N) Option	1.0	LO	
9102	Option Year 1 PMW 205 ODC (O&MN,N) Option	1.0	LO	
9103	Option Year 1 PMW 220 ODC (OTHER) Option	1.0	LO	
9201	Option Year 2 PEO EIS ODC (O&MN,N) Option	1.0	LO	
9202	Option Year 2 PMW 205 ODC (O&MN,N) Option	1.0	LO	
9203	Option Year 2 PMW 220 ODC (OTHER) Option	1.0	LO	
9301	Award Term 1 PEO EIS ODC (O&MN,N) Option	1.0	LO	
9302	Award Term 1 PMW 205 ODC (O&MN,N) Option	1.0	LO	
9303	Award Term 1 PMW 220 ODC (OTHER) Option	1.0	LO	
9401	Award Term 2 PEO EIS ODC (O&MN,N) Option	1.0	LO	

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 3 of 94	FINAL
--------------------------------------	---------------	-----------------	-------

9402 Award Term 2 PMW 1.0 LO  
205 ODC (O&MN,N)  
Option

9403 Award Term 2 PMW 1.0 LO  
220 ODC (OTHER)  
Option

#### B-1 ADDITIONAL SLINS

Additional SLINs will be unilaterally created by the Contracting Officer during performance of this Task Order to accommodate the multiple types of funds that will be used under this Order.

#### B-2 FEE DETERMINATION AND PAYMENT (LEVEL OF EFFORT)

##### (a) Total Estimated Hours.

The total number of hours of direct labor (including overtime and subcontract hours), but excluding holiday, sick leave, vacation and other excused absence hours) estimated to be expended under this task order is SEE TABLE BELOW hours. The SEE TABLE BELOW direct labor hours include (0) uncompensated overtime labor hours.

##### (b) Computation of Fee.

The fee per direct labor hour is computed by dividing the fixed fee amount shown in Section B by the number of estimated hours.

##### (c) Modifications.

If the contracting officer determines, for any reason, to adjust the task order amount or the estimated total hours set forth above, such adjustments shall be made by task order modification. Any additional hours will be fee bearing, and the additional negotiated fee will be divided by the additional estimated hours to determine a new fee (applicable to the additional hours only). If the fee for these additional hours is different from that of the original estimated hours, these hours shall be kept separate from the original estimated total hours.

The estimated cost of the task order may be increased by written modification, if required, due to cost overruns. This increase in cost is not fee bearing and no additional hours will be added.

##### (d) Payment of Fee.

The Government shall pay fixed fee to the contractor on each direct labor hour performed by the contractor or subcontractor, at the rate of SEE TABLE BELOW per labor hour invoiced by the contractor subject to the contract's "Fixed Fee" clause, provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee specified under the task order. Any balance of fixed fee shall be paid to the contractor, or any overpayment of fixed fee shall be repaid by the contractor, at the time of final payment.

Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the FAR 52.232-20 "Limitation of Cost" or FAR 52.232-22 "Limitation of Funds" clauses, either of which is incorporated herein by reference.

Table	CLIN	Fixed Fee	Hours	Fee Per Direct Labor Hour
BASE YEAR	7001	TBD	64,480	TBD

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 4 of 94	FINAL
--------------------------------------	---------------	-----------------	-------

BASE YEAR	7002	TBD	197,600	TBD
BASE YEAR	7003	TBD	40,560	TBD
OPTION I	7101	TBD	37,440	TBD
OPTION I	7102	TBD	205,920	TBD
OPTION I	7103	TBD	40,560	TBD
OPTION II	7201	TBD	37,440	TBD
OPTION II	7202	TBD	205,920	TBD
OPTION II	7203	TBD	40,560	TBD
Award Term I	7301	TBD	37,960	TBD
Award Term I	7302	TBD	201,240	TBD
Award Term I	7303	TBD	40,560	TBD
Award Term II	7401	TBD	37,960	TBD
Award Term II	7402	TBD	201,240	TBD
Award Term II	7403	TBD	40,560	TBD

The fee shall be paid to the prime contractor at the per hour rate specified in this paragraph regardless of whether the contractor or subcontractor is performing the work.

The Government reserves the right to transfer unused ceiling from one period to another as needed.

#### B-3 LIMITATION OF LIABILITY - INCREMENTAL FUNDING

(a) This contract is incrementally funded with respect to both cost and fee.

(b) The amounts presently available and allotted to this contract for payment of cost and fee are as follows:

ITEM(S)      AMOUNT ALLOTTED (FIXED FEE)

TBD      \$ TBD

(c) The amounts presently available and allotted to this contract for payment of cost, subject to the Limitation of Funds clause, and the period of performance for which it is estimated the allotted amount will cover are as follows:

ITEM(S)      ALLOTTED TO COST      PERIOD OF PERFORMANCE

TBD      \$ TBD      TBD

(d) The parties contemplate that the Government will allot additional amounts to this contract from time to time by unilateral contract modification, and any such modification shall state the total amounts allotted for cost and fee, and the CLINs covered thereby.

(e) Subject to the provisions of FAR 52.232-22 "Limitation of Funds" clause of this task order, no legal liability on the part of the Government for payment in excess of the amounts provided above shall arise unless additional funds are made available and are incorporated via modification to this task order.

#### B-4 CONTRACTING AUTHORITY

(a) Principal Contracting Office/Officer (PCO) responsibility is assigned to the following:

SPACE AND NAVAL WARFARE SYSTEMS COMMAND (SPAWAR) HQ 2.0

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 5 of 94	FINAL
--------------------------------------	---------------	-----------------	-------

601 S. Courthouse Road, Arlington VA 22204.

(b) The Contracting Office/Officer will be responsible for resolving legal issues, determining contract scope, and interpreting contract terms and conditions. The PCO is the sole authority authorized to approve changes in any of the requirements under this contract and, notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the PCO. These changes include, but will not be limited to the following areas: scope of work, contract prices, and contract terms and conditions.

(c) The PCO has the authority to perform any and all post-award functions of the Government in the administering and enforcing this contract in accordance with its terms and conditions.

#### B-5 OPTION EXTENSION COSTS

In the event the Government exercises its rights to extend the order by up to six additional months pursuant to clause at FAR 52.217-8, Option to Extend Services, such extension will be considered to have been evaluated, as its cost shall be at the rates specified for the period that is being extended.

#### B-6 AWARD TERM INCENTIVE (APPLICABLE TO CLINs 7301, 7302, 7303 and 7401, 7402, 7403)

This Task Order has a one-year base and two one-year options with the potential to earn two one-year award terms by the contractor. The maximum contract duration is five years.

#### Award Term Plan

- A. This plan will be used in the administration of award term provisions under the task order resulting from solicitation N00024-13-R-3217.
- B. The Government shall determine whether the contractor qualifies for potential exercise of up to two (2) one (1) year award-term option periods in accordance with this plan. After each of the first two years of task order performance, the Government shall review the Contractor Performance Assessment Reporting System (CPARS) assessment of the contractor's performance during the prior year and also determine whether cost savings were achieved. In order to qualify for a one-year award-term option to the task order, the contractor's CPARS ratings for all elements being assessed for the evaluation year shall be either "Exceptional" or "Very Good" AND the contractor shall demonstrate a cost savings of 2% or greater based on the comparison of the actual average effective labor rate (total labor cost during the period being evaluated divided by total labor hours charged to the task order during that period) to the proposed average hourly rate (total estimated labor cost for the period being evaluated as set forth in the task order at award divided by total staff hours established at award in Section B of the task order),

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 6 of 94	FINAL
--------------------------------------	---------------	-----------------	-------

exclusive of fee.

- C. This award term task order is based upon one evaluation period per task order year during years 1 and 2 of performance. Determination of the award term, if any, shall be made at the end of each evaluation period. All CLINs in effect during the reporting period are subject to evaluation for CPARS but only the applicable labor CLIN(s) will be assessed to determine cost savings.

Evaluation periods:

1. Year 1 of performance: Contract award to 12 months after date of award
2. Year 2 of performance: End of Year 1 to 12 months later

- D. Award Term determinations will be made as follows:

- During Year 1 or Year 2, if CPARS ratings are “Exceptional” or “Very Good” and the cost savings of at least 2% is achieved, the Contractor shall qualify for the potential exercise of an additional one-year award-term option period, with a maximum of two additional one- year option periods (i.e., option years 4 and 5).
- The Government reserves the right to not exercise any award-term option.

- E. Decisions regarding award terms including, but not limited to, the number of award terms, if any; the methodology used to determine whether to award a term; the contractor’s entitlement to the potential award-term option; and the nature and success of the contractor’s performance, are unilateral decisions made solely at the discretion of the Government.

Award term options constitute unilateral rights on the part of the Government and may not be exercised in the Government’s sole discretion, e.g., if the requirement no longer exists or funding is unavailable

Modification of Award-Term Plan. Either Government or contractor representatives may propose changes to the award-term plan. The Government may make unilateral changes to the plan for evaluation periods that have not already begun. All contractor proposed changes, and any changes proposed to take effect in evaluation periods that have already begun, will be bilaterally negotiated. The PCO will provide written notification of plan changes to the contractor prior to the changes taking effect. If the PCO does not give written notice to the contractor of any change to the evaluation criteria prior to the start of a new evaluation period, then the same criteria listed for the preceding period will be used in the following evaluation period.

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 7 of 94	FINAL
--------------------------------------	---------------	-----------------	-------

## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### C-1 SPECIFICATIONS/STATEMENT OF WORK (DEC 1998) (SPAWAR C-301)

Work under this contract shall be performed in accordance with Attachment No. 1 Performance Work Statement (PWS) and Attachment No.2 Contract Data Requirements List (CDRL).

### C-2 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

Objective: The purpose of this plan is to provide a quality assurance plan for the services contracted under this Task Order. This plan provides a basis for the Task Order Manager (TOM) to evaluate the quality of the contractor's performance. The oversight provided for in this plan, and the remedy established, will help ensure that service levels are of high quality throughout the Task Order term. The QASP is provided as Attachment 4.

### C-3 SECURITY REQUIREMENTS (DEC 1999) (SPAWAR C-313)

The work to be performed under this contract as delineated in the DD Form 254, Attachment No. 3, involves access to and handling of classified material up to and including \_\_\_\_\_SECRET\_\_\_\_\_ [Contracting officer insert security level requirement].

In addition to the requirements of the FAR 52.204-2 "Security Requirements" clause, the Contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industry Security Program Operating Manual (DODINST 5220.22M), and (3) assure compliance with any written instructions from the SPAWARSYSCOM Security Officer.

### C-4 WORKWEEK (APR 2012) (SPAWAR C-315)

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal workweek for Government employees at SPAWARSYSCOM is Monday – Friday 0800 to 1630 hours. Work at this Government installation, shall be performed by the contractor within the normal workweek unless differing hours are specified on the individual task orders. Following is a list of holidays observed by the Government:

Name of Holiday	Time of Observance
New Year's Day	1 January
Martin Luther King Jr. Day	Third Monday in January

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 8 of 94	FINAL
--------------------------------------	---------------	-----------------	-------

President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

(b) If any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(c) If the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to the contract as direct cost provided such charges are consistent with the Contractor's accounting practices.

(d) This contract does not allow for payment of overtime during the normal workweek for employees who are not exempted from the Fair Labor Standards Act unless expressly authorized by the Ordering Officer. Under Federal regulations the payment of overtime is required only when an employee works more than 40 hours in a normal week period.

(e) Periodically the Government may conduct Anti-Terrorism Force Protection (AT/FP) and/or safety

security exercises which may require the Contractor to adjust its work schedule and/or place of performance to accommodate execution of the exercise. The Contractor will be required to work with its

Government point of contact to adjust work schedules and/or place of performance in the case of an

exercise that causes disruption of normally scheduled work hours, or disruption of access to a government facility. The contract does not allow for payment of work if schedules cannot be adjusted

and/or the work cannot be executed remotely (i.e., the contractor's facility or alternate non-impacted

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 9 of 94	FINAL
--------------------------------------	---------------	-----------------	-------

location), during an exercise when government facilities are inaccessible.

C-5 NOTICE TO CONTRACTOR OF CERTAIN DRUG DETECTION PROCEDURES (DEC 1999) (SPAWAR C-317)

(a) Pursuant to Navy policy applicable to both Government and contractor personnel, measures will be taken to prevent the introduction and utilization of illegal drugs and related paraphernalia into Government Work areas.

(b) In furtherance of the Navy's drug control program, unannounced periodic inspections of the following nature may be conducted by installation security authorities:

(1) Routine inspection of contractor occupied work spaces.

(2) Random inspections of vehicles on entry or exit, with drug detection dog teams as available, to eliminate them as a safe haven for storage of or trafficking in illegal drugs.

(3) Random inspections of personnel possessions on entry or exit from the installation.

(c) When there is probable cause to believe that a contractor employee on board a naval installation has been engaged in use, possession or trafficking of drugs, the installation authorities may detain said employee until the employee can be removed from the installation, or can be released to the local authorities having jurisdiction.

(d) Trafficking in illegal drug and drug paraphernalia by contract employees while on a military vessel/installation may lead to possible withdrawal or downgrading of security clearance, and/or referral for prosecution by appropriate law enforcement authorities.

(e) The contractor is responsible for the conduct of employees performing work under this contract and is, therefore, responsible to assure that employees are notified of these provisions prior to assignment.

(f) The removal of contractor personnel from a Government vessel or installation as a result of the drug offenses shall not be cause for excusable delay, nor shall such action be deemed a basis for an equitable adjustment to price, delivery or other provisions of this contract.

C-6 ACCESSIBILITY OF ELECTRONIC AND INFORMATION TECHNOLOGY (JUN 2001)

(SPAWAR C-718)

(a) Each Electronic and Information Technology (EIT) supply or service provided under this task order shall comply with the EIT Accessibility Standards listed below:

*[The Contracting Officer shall consult with the program office to determine which standards listed in*

*subsection (a) apply and shall check all applicable standards prior to issuing the solicitation.]*

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 10 of 94	FINAL
--------------------------------------	---------------	------------------	-------

\_\_\_ 36 C.F.R. § 1194.21 (Software Applications and operating systems)

\_\_X\_\_ 36 C.F.R. § 1194.22 (Web-based and internet information and applications)

\_\_\_ 36 C.F.R. § 1194.23 (Telecommunications products)

\_\_X\_\_ 36 C.F.R. § 1194.24 (Video and multimedia products)

\_\_\_ 36 C.F.R. § 1194.25 (Self contained, closed products)

\_\_\_ 36 C.F.R. § 1194.26 (Desktop and portable computers)

In addition, each EIT supply or service provided under this task order shall comply with 36 C.F.R. §

1194.31 (Functional performance criteria) and 36 C.F.R. § 1194.41 (Information, documentation, and support).

(b) If the Contracting Officer determines that any supply or service delivered under this task order

does not comply with the EIT Accessibility Standards, the Contracting Officer will notify the Contractor in writing accordingly. If the Contractor fails to promptly correct or replace the nonconforming products or services with conforming products or services within the delivery schedule contained in the task order , the Government will have the rights and remedies contained in the task order.

#### C-7 KEY PERSONNEL (DEC 1999) (C-325)

(a) The Offeror agrees to assign to this contract those key personnel listed in paragraph (d) below. No substitutions shall be made except in accordance with this clause.

(b) The Offeror agrees that during the first 180 days of the contract performance period no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (c) below. After the initial 180 day period, all proposed substitutions must be submitted in writing, at least fifteen (15) days (thirty (30) days if a security clearance is to be obtained) in advance of the proposed substitutions to the contracting officer. These substitution requests shall provide the information required by paragraph (c) below.

(c) All requests for approval of substitutions under this contract must be in writing and provide a

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 11 of 94	FINAL
--------------------------------------	---------------	------------------	-------

detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute or addition, and any other information requested by the Contracting Officer or needed by him to approve or disapprove the proposed substitutions. All substitutions proposed during the duration of this contract must have qualifications of the person being replaced. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof in writing.

(d) List of Key Personnel

NAME

CONTRACT LABOR CATEGORY

Program Manager (PM)

Deputy Program Manager PMW 205

Deputy Program Manager PEO EIS/ PMW 220

Senior Acquisition Specialist

(e) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. In addition, if the Contractor is found at fault for the condition, the Contracting Officer may elect to equitably decrease the contract price or fixed fee to compensate the Government for any resultant delay, loss or damage.

(f) If the Offeror wishes to add personnel to be used in a labor category he shall employ the procedures outlined in paragraph (c) above. Adding personnel will only be permitted in the event of an indefinite quantity contract, where the Government has issued a delivery order for labor hours that would exceed a normal forty hour week if performed only by the number of employees originally proposed.

(g) Key personnel shall not be “key” on another contract or task order, must be available at the time of award and available to travel up to 20% per year.

## C-8 PERSONNEL QUALIFICATION REQUIREMENTS

The work, as defined by the Performance Work Statement (PWS), is expected to be accomplished by a mixture of professional and technical personnel, including specified key personnel. The contractor shall provide personnel who are fully qualified and competent to perform the full range of tasks described in the PWS. The contractor is responsible for insuring the accuracy of the information contained in the resumes. The Government reserves the right to review all resumes of proposed personnel. Personnel proposed for performance under this contract should

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 12 of 94	FINAL
--------------------------------------	---------------	------------------	-------

demonstrate the following desired qualifications and experience:

(1) Program Manager (PM) - One (1) required with Secret clearance

- Ten (10) years Program Management experience with Navy or Department of Defense organizations.
- Three (3) years of this experience in direct support to acquisition program offices or similar organizations.
- Bachelor's degree from an accredited college or university (an additional 4 years of specialized expertise may be substituted for a Bachelor's degree). Degree preferably in Engineering, Systems Management, IT Systems Technologies, or Business Administration.

(2) Lead support for Program Manager/Deputy Program Manager for PMW 205- One (1) required with Secret clearance

- Ten (10) years Program Management experience with Navy or Department of Defense organizations.
- Three (3) years of this experience in direct support to acquisition program offices or similar organizations. Preference for three (3) years of this experience in direct support of lifecycle development and/or management of a program office specializing in enterprise networks.
- Bachelor's degree from an accredited college or university (an additional 4 years of specialized expertise may be substituted for a Bachelor's degree). Degree preferably in Engineering, Systems Management, IT Systems Technologies, or Business Administration.

(3) Lead support for Program Manager/Deputy Program Manager for PMW220 and PEO-EIS- One (1) required with Secret clearance

- Ten (10) years Program Management experience with Navy or Department of Defense organizations.
- Three (3) years of this experience in direct support to acquisition program offices or similar organizations. Preference for three (3) years of this experience in direct support of a program office specializing in financial management and business IT systems.
- Bachelor's degree from an accredited college or university (an additional 4 years of specialized expertise may be substituted for a Bachelor's degree). Degree preferably in Engineering, Systems Management, IT Systems Technologies, or Business Administration.

(4) Senior Acquisition Specialist - One (1) required with Secret clearance

- Three (3) years experience with Department of Defense Acquisition Activities for ACAT I MAIS programs, acquisition policy and regulations.
- Two (2) years of this experience in direct support to acquisition program offices or similar organizations.

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 13 of 94	FINAL
--------------------------------------	---------------	------------------	-------

- Bachelor's degree from an accredited college or university (An additional 4 years of specialized expertise may be substituted for a Bachelor's degree). Degree preferably in Engineering, Systems Management, IT Systems Technologies, or Business Administration.
- DAWIA Level III certification in program management or Project Management Professional (PMP) certification..

## C-9 LABOR CATEGORY IDENTIFICATION

Correspondence, Technical Instruction, Vouchers, Invoices, Status Reports, etc., shall utilize the Contractor's standard labor category terminology as established in its proposal at time of award. For each category of labor specified by the Government, the Offeror shall identify the corresponding company labor category/categories:

Labor Category	Offeror Corresponding Labor Category
Program Manager	
Deputy Program Manager	
Project Administrator	
Engineer	
Senior Logistician	
Information Technology Specialist	
Junior Information Technology Specialist	
Senior Acquisition Specialist	
Acquisition Specialist	
Junior Acquisition Specialist	
Senior Program Specialist	
Program Specialist	
Junior Program Specialist	
Senior Contracts Specialist	
Contracts Specialist	
Junior Contracts Specialist	
Senior Financial Specialist	
Financial Specialist	
Junior Financial Specialist	
Senior PM Specialist	
PM Specialist	
Junior PM Specialist	
Senior Administrative Specialist	
Administrative Specialist	

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 14 of 94	FINAL
--------------------------------------	---------------	------------------	-------

## **SECTION D PACKAGING AND MARKING**

### **D-1 SHIP TO INFORMATION**

See Section G – Contracting Officer’s Representative

All Deliverables shall be packaged and marked IAW Best Commercial Practice.

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 15 of 94	FINAL
--------------------------------------	---------------	------------------	-------

## **SECTION E INSPECTION AND ACCEPTANCE**

### **E-1 INSPECTION AND ACCEPTANCE--DESTINATION (JAN 2002)**

Inspection and acceptance of the services to be furnished hereunder shall be made at destination by the Contracting Officer's Representative or his/her duly authorized representative.

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 16 of 94	FINAL
--------------------------------------	---------------	------------------	-------

## **SECTION F DELIVERABLES OR PERFORMANCE**

### **F-1 PERIODS OF PERFORMANCE (DEC 1999)**

#### **CLIN – DELIVERIES OR PERFORMANCE**

The period of performance for the following firm items are estimated at:

#### **BASE PERIOD:**

7001 1 December 2013- 30 November 2014

7002 1 December 2013- 30 November 2014

7003 1 December 2013- 30 November 2014

9001 1 December 2013- 30 November 2014

9002 1 December 2013- 30 November 2014

9003 1 December 2013- 30 November 2014

#### **OPTION 1:**

7101 1 December 2014- 30 November 2015

7102 1 December 2014- 30 November 2015

7103 1 December 2014- 30 November 2015

9101 1 December 2014- 30 November 2015

9102 1 December 2014- 30 November 2015

9103 1 December 2014- 30 November 2015

#### **OPTION 2:**

7201 1 December 2015- 30 November 2016

7202 1 December 2015- 30 November 2016

7203 1 December 2015- 30 November 2016

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 17 of 94	FINAL
--------------------------------------	---------------	------------------	-------

9201 1 December 2015- 30 November 2016

9202 1 December 2015- 30 November 2016

9203 1 December 2015- 30 November 2016

#### AWARD TERM 1

7301 1 December 2016- 30 November 2017

7302 1 December 2016- 30 November 2017

7303 1 December 2016- 30 November 2017

9301 1 December 2016- 30 November 2017

9302 1 December 2016- 30 November 2017

9303 1 December 2016- 30 November 2017

#### AWARD TERM 2

7401 1 December 2017- 30 November 2018

7402 1 December 2017- 30 November 2018

7403 1 December 2017- 30 November 2018

9401 1 December 2017- 30 November 2018

9402 1 December 2017- 30 November 2018

9403 1 December 2017- 30 November 2018

The above period(s) of performance for the option(s) to extend the term of the task order shall apply only if the Government exercises the option(s) as stated in Section B in accordance with the basic contract clause at FAR 52.217-8 “Option to Extend Services” or FAR 52.217-9 “Option to Extend the Term of the Contract”.

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 18 of 94	FINAL
--------------------------------------	---------------	------------------	-------

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 19 of 94	FINAL
--------------------------------------	---------------	------------------	-------

## SECTION G CONTRACT ADMINISTRATION DATA

### G-1 STATUS REPORTS

The contractor shall electronically submit Status Reports in accordance with the instructions contained within the CDRLs.

The Contractor shall provide the following deliverables in accordance with the below listed schedule:

CDRL #	Deliverable	Frequency
A001	Monthly Status Report	Monthly
A002	Technical Reports, Study and Services	As Required
A003	Conference Agendas/Presentation Materials/Minutes/Reports	As required

### G-2 INVOICING INSTRUCTIONS

(a) Consistent with Task Order clause H-1, Segregation of Costs, the contractor shall segregate and accumulate costs for the performance of this Task Order by the appropriate Accounting Classification Reference Number (ACRN) listed in the Accounting Data provided in Section G.

(b) Each ACRN under this contract is associated to a specific program, project, or PWS paragraph. Cross-reference information for invoicing is provided in Section G, "Accounting Data." Under each ACRN, the program, project, or PWS paragraph, appropriation funds type, and appropriation year are identified. Costs incurred under the referenced program, project, or PWS paragraph shall only be billed to the associated ACRN(s). The contractor is only authorized to invoice for work completed under the program, project, or PWS paragraph referenced within each ACRN. Within each program, project, or PWS paragraph, the Contractor shall invoice in the same proportion as the amount of funding currently unliquidated (for each ACRN within the same fiscal year), starting with the earliest appropriation year.

(c) The contractor's invoice shall identify the appropriate Contract and Task Order number. For the work performed, invoiced costs shall be associated to the Contract Line Item Number

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 20 of 94	FINAL
--------------------------------------	---------------	------------------	-------

(CLIN), the Contract Subline Item Number (SLIN), and the specific ACRN. Invoices submitted to the paying office that do not comply with this requirement will be returned to the contractor for resubmission. The contractor shall provide an electronic copy of each invoice to the Contracting Officer's Representative at the time of submission to WAWF.

#### G-3 DFAS PAYMENT INSTRUCTION (252.204-0002)

Line Item Specific: Sequential ACRN order. If there is more than one ACRN within a contract line item, the payment office will make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

#### G-4 TYPE OF CONTRACT (DEC 1999) (SPAWAR G-314)

This is a Cost Plus Fixed Fee – Term (Level of Effort) task order.

#### G-5 INVOICING INSTRUCTIONS FOR SERVICES USING WIDE AREA WORK FLOW (WAWF)

(a) *Definitions.* As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 21 of 94	FINAL
--------------------------------------	---------------	------------------	-------

(b) *Electronic invoicing.* The WAWF system is the method to electronically process vendor payment

requests and receiving reports, as authorized by DFARS 252.232 -7003, Electronic Submission of

Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the Central Contractor Registration at

<https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for selfregistration

available at this web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based

Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page

at <https://wawf.eb.mil/>

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor must use the following information when submitting

payment requests and receiving reports in WAWF for this contract/order:

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 22 of 94	FINAL
--------------------------------------	---------------	------------------	-------

(1) *Document type*. The Contractor shall use the following document type(s).

Cost Voucher\_\_\_\_\_

(2) *Inspection/acceptance location*. The Contractor shall select the following inspection/acceptance

location(s) in WAWF, as specified by the contracting officer.

\_\_\_\_\_  
(Contracting Officer: Insert inspection and acceptance locations or “Not applicable.”)

(3) *Document routing*. The Contractor shall use the information in the Routing Data Table below only

to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	
Issue By DoDAAC	
Admin DoDAAC	
Inspect By DoDAAC	
Ship To Code	
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 23 of 94	FINAL
--------------------------------------	---------------	------------------	-------

Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

(4) *Payment request and supporting documentation.* The Contractor shall ensure a payment request

includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (*e.g.* timesheets) in support of each payment request.

(5) *WAWF email notifications.* The Contractor shall enter the e-mail address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

TBD\_\_\_\_\_

(g) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity’s WAWF point of contact.

\_\_\_\_\_N/A\_\_\_\_\_

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 24 of 94	FINAL
--------------------------------------	---------------	------------------	-------

## G-6 ACTIVITY OMBUDSMAN

The SPAWAR Ombudsman for this Task Order is:

Name: CDR Dave Murree

Code: SPAWAR 2.0B

Address: 4301 Pacific Highway, San Diego CA 92110

Phone: (619) 524-7598

E-Mail: [dave.murree@navy.mil](mailto:dave.murree@navy.mil)

## G-7 Contracting Officers Representative (COR)

The SPAWAR COR is:

Name: TBD

Code:

Address:

Phone:

Email:

It is emphasized that only the Contracting Officer has the authority to modify the terms of the contract, therefore, in no event will any understanding agreement, modification, change order, or other

matter deviating from the terms of the basic contract between the Contractor and any other person be

effective or binding on the Government. When/If, in the opinion of the Contractor, an effort outside the

existing scope of the contract is requested, the Contractor shall promptly notify the PCO in writing. No

action shall be taken by the Contractor unless the Procuring Contracting Officer (PCO) or the

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 25 of 94	FINAL
--------------------------------------	---------------	------------------	-------

Administrative Contracting Officer (ACO) has issued a contractual change.

## G-8 CONTRACTOR PERFORMANCE APPRAISAL REPORTING SYSTEM

(a) Past performance information will be collected and maintained under this contract using the Department of Defense Contractor Performance Appraisal Reporting System (CPARS). CPARS is a web-enabled application that collects and manages the contractor's performance information on a given contract during a specific period of time. Additional information is available at <http://www.cpars.navy.mil/>.

(b) After contract award, the contractor will be given access authorization by the respective SPAWAR Focal Point, to review and comment on any element of the proposed rating before that rating becomes final. Within 60 days after contract award, the contractor shall provide in writing (or via e-mail) to the contracting officer the name, title, e-mail address and telephone number of the company individual or individuals who will have the responsibility of reviewing and approving any Contractor Performance Appraisal Report (CPAR) developed under the contract. If, during the life of this contract these company individual(s) are replaced by the contractor, the name, title, e-mail address and telephone number of the substitute individuals will be provided to the contracting officer within 60 days of the replacement.

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 26 of 94	FINAL
--------------------------------------	---------------	------------------	-------

## SECTION H SPECIAL CONTRACT REQUIREMENTS

### H-1 SEGREGATION OF COSTS (DEC 2003) (5252.232-9206)

(a) The Contractor agrees to segregate costs incurred under this task order at the lowest level of performance, either task or subtask, rather than on a total task order basis, and to submit invoices reflecting costs incurred at that level. Invoices shall contain summaries of work charged during the period covered, as well as overall cumulative summaries by labor category for all work invoiced to date, by line item, task or subtask.

(b) Where multiple lines of accounting are present, the ACRN preceding the accounting citation will be found in Section G, Accounting Data. Payment of Contractor invoices shall be accomplished only by charging the ACRN that corresponds to the work invoiced.

(c) Except when payment requests are submitted electronically as specified in the clause at DFARS 252.232-7003, Electronic Submission of Payment Requests, one copy of each invoice or voucher will be provided, at the time of submission to DCAA, to the Task Order Manager.

### H-2 DATA RIGHTS

#### 252.227-7013 Rights in Technical Data--Noncommercial Items.

As prescribed in [227.7103-6\(a\)](#), use the following clause:

#### RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (JUN 2013)

(a) *Definitions.* As used in this clause—

(1) “Computer data base” means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

(2) “Computer program” means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(3) “Computer software” means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

(4) “Computer software documentation” means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(5) "Covered Government support contractor" means a contractor under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor—

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 27 of 94	FINAL
--------------------------------------	---------------	------------------	-------

(i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and

(ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(6) “Detailed manufacturing or process data” means technical data that

describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

(7) “Developed” means that an item, component, or process exists and is

workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered “developed,” the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.

(8) “Developed exclusively at private expense” means development was

accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(9) “Developed exclusively with government funds” means development was not

accomplished exclusively or partially at private expense.

(10) “Developed with mixed funding” means development was accomplished

partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(11) “Form, fit, and function data” means technical data that describes the

required overall physical, functional, and performance characteristics (along with the qualification

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 28 of 94	FINAL
--------------------------------------	---------------	------------------	-------

requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(12) “Government purpose” means any activity in which the United States

Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.

(13) “Government purpose rights” means the rights to—

(i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and

(ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes.

(14) “Limited rights” means the rights to use, modify, reproduce, release,

perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party,

except that the Government may reproduce, release, or disclose such data or authorize the use or reproduction of the data by persons outside the Government if—

(i) The reproduction, release, disclosure, or use is—

(A) Necessary for emergency repair and overhaul; or

(B) A release or disclosure to—

(1) A covered Government support contractor in performance of its covered Government support contract for use, modification, reproduction, performance, display, or release or disclosure to a person authorized to receive limited rights technical data; or

(2) A foreign government, of technical data other than detailed

manufacturing or process data, when use of such data by the foreign government is in the interest of the Government and is required for evaluational or informational purposes;

(ii) The recipient of the technical data is subject to a prohibition on the

further reproduction, release, disclosure, or use of the technical data; and

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 29 of 94	FINAL
--------------------------------------	---------------	------------------	-------

(iii) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

(15) “Technical data” means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(16) “Unlimited rights” means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(b) *Rights in technical data.* The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in technical data other than computer software documentation (see the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentation):

(1) *Unlimited rights.* The Government shall have unlimited rights in technical data that are—

(i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;

(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;

(iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;

(iv) Form, fit, and function data;

(v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

(vi) Corrections or changes to technical data furnished to the Contractor by the Government;

(vii) Otherwise publicly available or have been released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 30 of 94	FINAL
--------------------------------------	---------------	------------------	-------

(ix) Data furnished to the Government, under this or any other Government contract or subcontract thereunder, with—

(A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired.

(2) *Government purpose rights.*

(i) The Government shall have government purpose rights for a five-year period, or such other period as may be negotiated, in technical data—

(A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data

as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause; or

(B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes or creation of the data described in paragraph (b)(2)(i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.

(iii) The Government shall not release or disclose technical data in which it has government purpose rights unless—

(A) Prior to release or disclosure, the intended recipient is subject to the non-disclosure agreement at [227.7103-7](#) of the Defense Federal Acquisition Regulation Supplement (DFARS); or

(B) The recipient is a Government contractor receiving access to the data for performance of a Government contract that contains the clause at DFARS [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(iv) The Contractor has the exclusive right, including the right to license others, to use technical data in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (f)(2) of this clause.

(3) *Limited rights.*

(i) Except as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause, the Government shall have limited rights in technical data—

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 31 of 94	FINAL
--------------------------------------	---------------	------------------	-------

(A) Pertaining to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (f) of this clause; or

(B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The Government shall require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.

(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract. The license shall enumerate the additional rights granted the Government in such data.

(iv) The Contractor acknowledges that—

(A) Limited rights data are authorized to be released or disclosed to covered Government support contractors;

(B) The Contractor will be notified of such release or disclosure;

(C) The Contractor (or the party asserting restrictions as identified in the limited rights legend) may require each such covered Government support contractor to enter into a non-disclosure agreement directly with the Contractor (or the

party asserting restrictions) regarding the covered Government support contractor's use of such data, or alternatively, that the Contractor (or party asserting restrictions) may waive in writing the requirement for a non-disclosure agreement; and

(D) Any such non-disclosure agreement shall address the restrictions on the covered Government support contractor's use of the limited rights data as set forth

in the clause at [252.227-7025](#), Limitations on the Use or Disclosure of Government-

Furnished Information Marked with Restrictive Legends. The non-disclosure

agreement shall not include any additional terms and conditions unless mutually

agreed to by the parties to the non-disclosure agreement.

(4) *Specifically negotiated license rights.* The standard license rights granted to the Government

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 32 of 94	FINAL
--------------------------------------	---------------	------------------	-------

under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights than are

enumerated in paragraph (a)(14) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) *Prior government rights.* Technical data that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless—

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) *Release from liability.* The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with

paragraph (a)(14) or (b)(2)(iii) of this clause, in accordance with the terms of a license

negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has

released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.

(c) *Contractor rights in technical data.* All rights not granted to the Government are retained by the Contractor.

(d) *Third party copyrighted data.* The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data in the technical data to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data of the appropriate scope set forth in paragraph (b) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

(e) *Identification and delivery of data to be furnished with restrictions on use, release, or disclosure.*

(1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, technical data that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any data with restrictive markings unless the data are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on the Government's Use, Release,  
or Disclosure of Technical Data.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted—

Technical Data to be Furnished With Restrictions* (LIST)	Basis for Assertion** (LIST)	Asserted Rights Category*** (LIST)	Name of Person Asserting Restrictions**** (LIST)
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\*If the assertion is applicable to items, components, or processes developed at private expense, identify both the data and each such item, component, or process.

\*\*Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

\*\*\*Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited or government purpose rights under this or a prior contract, or specifically negotiated licenses).

\*\*\*\*Corporation, individual, or other person, as appropriate.

Date \_\_\_\_\_  
Printed Name and Title \_\_\_\_\_  
\_\_\_\_\_  
Signature \_\_\_\_\_

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 34 of 94	FINAL
--------------------------------------	---------------	------------------	-------

Restrictive Markings on Technical Data clause of this contract.

(f) *Marking requirements.* The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data to be delivered under this contract by marking the deliverable data subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the limited rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) *General marking instructions.* The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. Reproductions of technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) *Government purpose rights markings.* Data delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

#### GOVERNMENT PURPOSE RIGHTS

Contract No.

Contractor Name

Contractor Address

Expiration Date

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(2) of the Rights in Technical Data—Noncommercial Items clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) *Limited rights markings.* Data delivered or otherwise furnished to the Government with limited rights shall be marked with the following legend:

#### LIMITED RIGHTS

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 35 of 94	FINAL
--------------------------------------	---------------	------------------	-------

Contract No.

Contractor Name

Contractor Address

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(4) *Special license rights markings.*

(i) Data in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

#### SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. \_\_\_\_ (Insert contract number) \_\_\_\_, License No. \_\_\_\_ (Insert license identifier) \_\_\_\_\_. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) *Pre-existing data markings.* If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data with the appropriate restrictive legend for which the data qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) *Contractor procedures and records.* Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver technical data with other than unlimited rights, shall—

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 36 of 94	FINAL
--------------------------------------	---------------	------------------	-------

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data delivered under this contract.

(h) *Removal of unjustified and nonconforming markings.*

(1) *Unjustified technical data markings.* The rights and obligations of the parties regarding the validation of restrictive markings on technical data furnished or to be furnished under this contract are contained in the Validation of Restrictive Markings on Technical Data clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Restrictive Markings on Technical Data clause of this contract, a restrictive marking is determined to be unjustified.

(2) *Nonconforming technical data markings.* A nonconforming marking is a marking placed on technical data delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

(i) *Relation to patents.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) *Limitation on charges for rights in technical data.*

(1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data to be delivered under this contract when—

(i) The Government has acquired, by any means, the same or greater rights in the data; or

(ii) The data are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause—

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data will be delivered.

(k) *Applicability to subcontractors or suppliers.*

(1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 37 of 94	FINAL
--------------------------------------	---------------	------------------	-------

U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes of paragraph (e) of this clause are recognized and protected.

(2) Whenever any technical data for noncommercial items, or for commercial items developed in any part at Government expense, is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual

instrument, including subcontracts or other contractual instruments for commercial items, and require its subcontractors or suppliers to do so, without alteration, except to

identify the parties. This clause will govern the technical data pertaining to noncommercial items or to any portion of a commercial item that was developed in any part at Government expense, and the clause at [252.227-7015](#) will govern the technical data pertaining to any portion of a commercial item that was developed exclusively at private expense. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.

(4) The Contractor and higher-tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data from their subcontractors or suppliers.

(5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data as an excuse for failing to satisfy its contractual obligation to the Government.

(End of clause)

252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation.

As prescribed in [227.7203-6\(a\)\(1\)](#), use the following clause:

#### RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND

#### NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (MAY 2013)

(a) *Definitions.* As used in this clause—

(1) “Commercial computer software” means software developed or regularly used for non-governmental purposes which—

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 38 of 94	FINAL
--------------------------------------	---------------	------------------	-------

- (i) Has been sold, leased, or licensed to the public;
  - (ii) Has been offered for sale, lease, or license to the public;
  - (iii) Has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this contract; or
  - (iv) Satisfies a criterion expressed in paragraph (a)(1)(i), (ii), or (iii) of this clause and would require only minor modification to meet the requirements of this contract.
- (2) “Computer database” means a collection of recorded data in a form capable of being processed by a computer. The term does not include computer software.
- (3) “Computer program” means a set of instructions, rules, or routines, recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.
- (4) “Computer software” means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer databases or computer software documentation.
- (5) “Computer software documentation” means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.
- (6) "Covered Government support contractor" means a contractor under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government’s management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor—
- (i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and
  - (ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.
- (7) “Developed” means that—
- (i) A computer program has been successfully operated in a computer and tested to the extent sufficient to demonstrate to reasonable persons skilled in the art that the program can reasonably be expected to perform its intended purpose;
  - (ii) Computer software, other than computer programs, has been tested or analyzed to the extent sufficient to demonstrate to reasonable persons skilled in the art that the software can reasonably be expected to perform its intended purpose; or

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 39 of 94	FINAL
--------------------------------------	---------------	------------------	-------

(iii) Computer software documentation required to be delivered under a contract has been written, in any medium, in sufficient detail to comply with requirements under that contract.

(8) “Developed exclusively at private expense” means development was

accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(9) “Developed exclusively with government funds” means development was not accomplished exclusively or partially at private expense.

(10) “Developed with mixed funding” means development was accomplished

partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(11) “Government purpose” means any activity in which the United States

Government is a party, including cooperative agreements with international or multi-national defense organizations or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation for commercial purposes or authorize others to do so.

(12) “Government purpose rights” means the rights to—

(i) Use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation within the Government without restriction; and

(ii) Release or disclose computer software or computer software documentation outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose the software or documentation for United States government purposes.

(13) “Minor modification” means a modification that does not significantly alter

the nongovernmental function or purpose of the software or is of the type customarily provided in the commercial marketplace.

(14) “Noncommercial computer software” means software that does not qualify

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 40 of 94	FINAL
--------------------------------------	---------------	------------------	-------

as commercial computer software under paragraph (a)(1) of this clause.

(15) “Restricted rights” apply only to noncommercial computer software and mean the Government's rights to—

(i) Use a computer program with one computer at one time. The program may not be accessed by more than one terminal or central processing unit or time shared unless otherwise permitted by this contract;

(ii) Transfer a computer program to another Government agency without the further permission of the Contractor if the transferor destroys all copies of the program and related computer software documentation in its possession and notifies the licensor of the transfer. Transferred programs remain subject to the provisions of this clause;

(iii) Make the minimum number of copies of the computer software required for safekeeping (archive), backup, or modification purposes;

(iv) Modify computer software provided that the Government may—

(A) Use the modified software only as provided in paragraphs

(a)(15)(i) and (iii) of this clause; and

(B) Not release or disclose the modified software except as provided in paragraphs (a)(15)(ii), (v), (vi) and (vii) of this clause;

(v) Permit contractors or subcontractors performing service contracts (see 37.101 of the Federal Acquisition Regulation) in support of this or a related contract to use computer software to diagnose and correct deficiencies in a computer program, to modify computer software to enable a computer program to be combined with, adapted to, or merged with other computer programs or when necessary to respond to urgent tactical situations, provided that—

(A) The Government notifies the party which has granted restricted rights that a release or disclosure to particular contractors or subcontractors was made;

(B) Such contractors or subcontractors are subject to the use and non-disclosure agreement at [227.7103-7](#) of the Defense Federal Acquisition Regulation Supplement (DFARS) or are Government contractors receiving access to the software for performance of a Government contract that contains the clause at DFARS [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

(C) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled,

disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 41 of 94	FINAL
--------------------------------------	---------------	------------------	-------

(D) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iii) of this clause;

(vi) Permit contractors or subcontractors performing emergency repairs or overhaul of items or components of items procured under this or a related contract to use the computer software when necessary to perform the repairs or overhaul, or to modify the computer software to reflect the repairs or overhaul made, provided that—

(A) The intended recipient is subject to the use and non-disclosure agreement at DFARS [227.7103-7](#) or is a Government contractor receiving access to the software for performance of a Government contract that contains the clause at DFARS [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished

Information Marked with Restrictive Legends;

(B) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled,

disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(C) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iii) of this clause; and

(vii) Permit covered Government support contractors in the performance of covered Government support contracts that contain the clause at [252.227-7025](#),

Limitations on the Use or Disclosure of Government-Furnished Information Marked

with Restrictive Legends, to use, modify, reproduce, perform, display, or release or

disclose the computer software to a person authorized to receive restricted rights computer software, provided that—

(A) The Government shall not permit the covered Government support contractor to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(B) Such use is subject to the limitations in paragraphs (a)(15)(i) through (iv) of this clause.

(16) “Unlimited rights” means rights to use, modify, reproduce, release,

perform, display, or disclose computer software or computer software documentation in whole or in part, in any manner and for any purpose whatsoever, and to have or authorize others to do so.

(b) *Rights in computer software or computer software documentation.* The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in noncommercial computer software or computer software documentation. All

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 42 of 94	FINAL
--------------------------------------	---------------	------------------	-------

rights not granted to the Government are retained by the Contractor.

(1) *Unlimited rights.* The Government shall have unlimited rights in—

- (i) Computer software developed exclusively with Government funds;
- (ii) Computer software documentation required to be delivered under this contract;
- (iii) Corrections or changes to computer software or computer software documentation furnished to the Contractor by the Government;
- (iv) Computer software or computer software documentation that is otherwise publicly available or has been released or disclosed by the Contractor or subcontractor without restriction on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the software to another party or the sale or transfer of some or all of a business entity or its assets to another party;
- (v) Computer software or computer software documentation obtained with unlimited rights under another Government contract or as a result of negotiations; or
- (vi) Computer software or computer software documentation furnished to the Government, under this or any other Government contract or subcontract thereunder with—
  - (A) Restricted rights in computer software, limited rights in technical data, or government purpose license rights and the restrictive conditions have expired; or
  - (B) Government purpose rights and the Contractor's exclusive right to use such software or documentation for commercial purposes has expired.

(2) *Government purpose rights.*

- (i) Except as provided in paragraph (b)(1) of this clause, the Government shall have government purpose rights in computer software developed with mixed funding.
- (ii) Government purpose rights shall remain in effect for a period of five years unless a different period has been negotiated. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the computer software or computer software documentation. The government purpose rights period shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the computer software.
- (iii) The Government shall not release or disclose computer software in which it has government purpose rights to any other person unless—
  - (A) Prior to release or disclosure, the intended recipient is subject to the use and non-disclosure agreement at DFARS [227.7103-7](#); or
  - (B) The recipient is a Government contractor receiving access to the software or documentation for performance of a Government contract that contains the clause at DFARS [252.227-7025](#),

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 43 of 94	FINAL
--------------------------------------	---------------	------------------	-------

## Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends.

### (3) *Restricted rights.*

(i) The Government shall have restricted rights in noncommercial computer software required to be delivered or otherwise provided to the Government under this contract that were developed exclusively at private expense.

(ii) The Contractor, its subcontractors, or suppliers are not required to provide the Government additional rights in noncommercial computer software delivered or otherwise provided to the Government with restricted rights. However, if the Government desires to obtain additional rights in such software, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All noncommercial computer software in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract (see paragraph (b)(4) of this clause). The license shall enumerate the additional rights granted the Government.

(iii) The Contractor acknowledges that—

(A) Restricted rights computer software is authorized to be released or disclosed to covered Government support contractors;

(B) The Contractor will be notified of such release or disclosure;

(C) The Contractor (or the party asserting restrictions, as identified in the restricted rights legend) may require each such covered Government support contractor to enter into a non-disclosure agreement directly with the Contractor (or the party asserting restrictions) regarding the covered Government support contractor's use of such software, or alternatively, that the Contractor (or party asserting restrictions)

may waive in writing the requirement for a non-disclosure agreement; and

(D) Any such non-disclosure agreement shall address the restrictions on the covered Government support contractor's use of the restricted rights software as set forth in the clause at [252.227-7025](#), Limitations on the Use or Disclosure of

Government-Furnished Information Marked with Restrictive Legends. The non-disclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement.

### (4) *Specifically negotiated license rights.*

(i) The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in computer software, may be modified by mutual agreement to provide such rights as the

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 44 of 94	FINAL
--------------------------------------	---------------	------------------	-------

parties consider appropriate but shall not provide the Government lesser rights in computer software

than are enumerated in paragraph (a)(15) of this clause or lesser rights in computer

software documentation than are enumerated in paragraph (a)(14) of the Rights in

Technical Data--Noncommercial Items clause of this contract.

(ii) Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) *Prior government rights.* Computer software or computer software documentation that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless—

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) *Release from liability.* The Contractor agrees to release the Government from liability for any release or disclosure of computer software made in accordance

with paragraph (a)(15) or (b)(2)(iii) of this clause, in accordance with the terms of a

license negotiated under paragraph (b)(4) of this clause, or by others to whom the

recipient has released or disclosed the software, and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor software marked with restrictive legends.

(c) *Rights in derivative computer software or computer software documentation.* The Government shall retain its rights in the unchanged portions of any computer software or computer software documentation delivered under this contract that the Contractor uses to prepare, or includes in, derivative computer software or computer software documentation.

(d) *Third party copyrighted computer software or computer software documentation.* The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted computer software or computer software documentation in the software or documentation to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable software or documentation of the appropriate scope set forth in paragraph (b) of this clause, and prior to delivery of such—

(1) Computer software, has provided a statement of the license rights obtained in a form acceptable to the Contracting Officer; or

(2) Computer software documentation, has affixed to the transmittal document a statement of the

license rights obtained.

*(e) Identification and delivery of computer software and computer software documentation to be furnished with restrictions on use, release, or disclosure.*

(1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, computer software that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure is identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any software with restrictive markings unless the software is listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the software, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of  
Computer Software.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following computer software should be restricted:

Computer Software to be Furnished With Restrictions* (LIST)	Basis for Assertion** (LIST)	Asserted Rights Category*** (LIST)	Name of Person Asserting Restrictions**** (LIST)
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\*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose computer software.

\*\*Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

\*\*\*Enter asserted rights category (e.g., restricted or government purpose rights in computer software, government purpose license rights from a prior contract, rights in SBIR software generated under another contract, or specifically negotiated licenses).

\*\*\*\*Corporation, individual, or other person, as appropriate.

Date \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

\_\_\_\_\_

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 46 of 94	FINAL
--------------------------------------	---------------	------------------	-------

Signature \_\_\_\_\_

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Asserted Restrictions—Computer Software clause of this contract.

(f) *Marking requirements.* The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose computer software by marking the deliverable software or documentation subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the restricted rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) *General marking instructions.* The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all computer software that qualify for such markings. The authorized legends shall be placed on the transmittal document or software storage container and each page, or portions thereof, of printed material containing computer software for which restrictions are asserted. Computer software transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. However, instructions that interfere with or delay the operation of computer software in order to display a restrictive rights legend or other license statement at any time prior to or during use of the computer software, or otherwise cause such interference or delay, shall not be inserted in software that will or might be used in combat or situations that simulate combat conditions, unless the Contracting Officer's written permission to deliver such software has been obtained prior to delivery. Reproductions of computer software or any portions thereof subject to asserted restrictions, shall also reproduce the asserted restrictions.

(2) *Government purpose rights markings.* Computer software delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

#### GOVERNMENT PURPOSE RIGHTS

Contract No.

Contractor Name

Contractor Address

Expiration Date

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 47 of 94	FINAL
--------------------------------------	---------------	------------------	-------

software are restricted by paragraph (b)(2) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of the software or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) *Restricted rights markings.* Software delivered or otherwise furnished to the Government with restricted rights shall be marked with the following legend:

#### RESTRICTED RIGHTS

Contract No.

Contractor Name

Contractor Address

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(3) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the above identified contract. Any reproduction of computer software or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such software must promptly notify the above named Contractor.

(End of legend)

(4) *Special license rights markings.*

(i) Computer software or computer software documentation in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

#### SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. \_\_\_\_\_(Insert contract number)\_\_\_\_, License No. \_\_\_\_\_(Insert license identifier)\_\_\_\_. Any reproduction of computer software, computer software documentation, or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) *Pre-existing markings.* If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, release, perform, display, or disclose computer

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 48 of 94	FINAL
--------------------------------------	---------------	------------------	-------

software or computer software documentation and those restrictions are still applicable, the Contractor may mark such software or documentation with the appropriate restrictive legend for which the software qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) *Contractor procedures and records.* Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver computer software or computer software documentation with other than unlimited rights, shall—

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on computer software or computer software documentation delivered under this contract.

(h) *Removal of unjustified and nonconforming markings.*

(1) *Unjustified computer software or computer software documentation markings.* The rights and obligations of the parties regarding the validation of restrictive markings on computer software or computer software documentation furnished or to be furnished under this contract are contained in the Validation of Asserted Restrictions--Computer Software and the Validation of Restrictive Markings on Technical Data clauses of this contract, respectively. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures of those clauses, a restrictive marking is determined to be unjustified.

(2) *Nonconforming computer software or computer software documentation markings.* A nonconforming marking is a marking placed on computer software or computer software documentation delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Asserted Restrictions--Computer Software or the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking or markings and the Contractor fails to remove or correct such markings within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming markings.

(i) *Relation to patents.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) *Limitation on charges for rights in computer software or computer software documentation.*

(1) The Contractor shall not charge to this contract any cost, including but not limited to license fees, royalties, or similar charges, for rights in computer software or computer software documentation to be delivered under this contract when—

(i) The Government has acquired, by any means, the same or greater rights in the software or

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 49 of 94	FINAL
--------------------------------------	---------------	------------------	-------

documentation; or

(ii) The software or documentation are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause—

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier computer software or computer software documentation, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the software or documentation will be delivered.

(k) *Applicability to subcontractors or suppliers.*

(1) Whenever any noncommercial computer software or computer software documentation is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in its subcontracts or other contractual instruments, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher tier subcontractor's or supplier's rights in a subcontractor's or supplier's computer software or computer software documentation.

(2) The Contractor and higher tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in computer software or computer software documentation from their subcontractors or suppliers.

(3) The Contractor shall ensure that subcontractor or supplier rights are recognized and protected in the identification, assertion, and delivery processes required by paragraph (e) of this clause.

(4) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in computer software or computer software documentation as an excuse for failing to satisfy its contractual obligation to the Government.

(End of clause)

### H-3 CONTRACTOR PICTURE BADGE (DEC 1999) (SPAWAR H-323)

(a) A contractor picture badge may be issued to contractor personnel by the SPAWARSYSCOM Security Office upon receipt of a valid visit request from the Contractor and a picture badge request from the TOM. A list of personnel requiring picture badges must be provided to the TOM to verify that the contract or delivery/task order authorizes performance at SPAWARSYSCOM prior to completion of the picture badge request.

(b) An automobile decal will be issued by SPAWARSYSCOM Security Office upon presentation

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 50 of 94	FINAL
--------------------------------------	---------------	------------------	-------

of a valid contractor picture badge and the completion of the Badge and Decal Record.

(c) The contractor assumes full responsibility for the proper use of the identification badge and automobile decal, and shall be responsible for the return of the badge and/or destruction of the automobile decal upon termination of personnel or expiration or completion of the contract.

(d) At the completion of the contract, the contractor shall forward to SPAWARSSYSCOM Security Office a list of all unreturned badges with a written explanation of any missing badges.

#### H-4 CONTRACTOR IDENTIFICATION

(a) Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges.

(b) Contractor personnel and their subcontractors must identify themselves as contractors or subcontractors during meetings, telephone conversations, in electronic messages, or correspondence related to this contract.

(c) Contractor-occupied facilities (on Department of the Navy or other Government installations) such as offices, separate rooms, or cubicles must be clearly identified with Contractor supplied signs, name plates or other identification, showing that these are work areas for Contractor or subcontractor personnel.

#### H-5 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (APRIL 2010) (SPAWAR H-359)

(a) Definition.

“Confidential Business Information,” (Information) as used in this clause, is defined as all forms and types of financial, business, economic or other types of information other than technical data or computer software/computer software documentation, whether tangible or intangible, and

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 51 of 94	FINAL
--------------------------------------	---------------	------------------	-------

whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if -- (1) the owner thereof has taken reasonable measures to keep such Information secret, and (2) the Information derives independent economic value, actual or potential from not being generally known to, and not being readily ascertainable through proper means by, the public. Information does not include technical data, as that term is defined in DFARS 252.227-7013(a)(14), 252.227-7015(a)(4), and 252.227-7018(a)(19). Similarly, Information does not include computer software/computer software documentation, as those terms are defined in DFARS 252.227-7014(a)(4) and 252.227-7018(a)(4).

(b) The Space and Naval Warfare Systems Command (SPAWAR) may release to individuals employed by SPAWAR support contractors and their subcontractors Information submitted by the contractor or its subcontractors pursuant to the provisions of this contract. Information that would ordinarily be entitled to confidential treatment may be included in the Information released to these individuals. Accordingly, by submission of a proposal or execution of this contract, the Offeror or contractor and its subcontractors consent to a limited release of its Information, but only for purposes as described in paragraph (c) of this clause.

(c) Circumstances where SPAWAR may release the contractor's or subcontractors' Information include the following:

(1) To other SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in handling and processing Information and documents in the administration of SPAWAR contracts, such as file room management and contract closeout; and,

(2) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in accounting support services, including access to cost-reimbursement vouchers.

(d) SPAWAR recognizes its obligation to protect the contractor and its subcontractors from competitive harm that could result from the release of such Information. SPAWAR will permit the limited release of information under paragraphs (c)(1) and (c)(2) only under the following conditions:

(1) SPAWAR determines that access is required by other SPAWAR contractors and their subcontractors to perform the tasks described in paragraphs (c)(1) and (c)(2);

(2) Access to Information is restricted to individuals with a bona fide need to possess;

(3) Contractors and their subcontractors having access to Information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to the Information that would be provided by SPAWAR employees. Such contract terms or separate corporate non-disclosure agreement shall require the contractors and subcontractors to

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 52 of 94	FINAL
--------------------------------------	---------------	------------------	-------

train their employees on how to properly handle the Information to which they will have access, and to have their employees sign company non disclosure agreements certifying that they understand the sensitive nature of the Information and that unauthorized use of the Information could expose their company to significant liability. Copies of such employee non disclosure agreements shall be provided to the Government;

(4) SPAWAR contractors and their subcontractors performing the tasks described in paragraphs (c)(1) or (c)(2) have agreed under their contract or a separate non-disclosure agreement to not use the Information for any purpose other than performing the tasks described in paragraphs (c)(1) and (c)(2); and,

(5) Before releasing the Information to a non-Government person to perform the tasks described in paragraphs (c)(1) and (c)(2), SPAWAR shall provide the contractor a list of the company names to which access is being granted, along with a Point of Contact for those entities.

(e) SPAWAR's responsibilities under the Freedom of Information Act are not affected by this clause.

(f) If SPAWAR satisfies the conditions listed in paragraph (d), the contractor and its subcontractors agree to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, display, or disclosure of Information provided by the contractor to the Government.

(g) The contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier that requires the furnishing of Information.

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(h) The Prime Contractor will submit a signed copy of the Information Access Agreement see Section J, Attachment 10.

#### H-6 RELEASE OF PLANNING, PROGRAMMING, AND BUDGETING SYSTEM (PPBS) DATA

(a) As defined in this clause, "Planning, Programming and Budgeting System (PPBS) data" includes, but is not limited to, one or more of the following:

(1) Planning phase.

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 53 of 94	FINAL
--------------------------------------	---------------	------------------	-------

- (2) Defense Planning Guidance.
  - (3) Programming Phase.
  - (4) Fiscal Guidance (when separate from Defense Planning guidance).
  - (5) Program Objective Memoranda.
  - (6) Port Defense Program (formerly FYDP) documents (POM Defense Program, Procurement Annex, RTD&E Annex).
  - (7) Program review Proposals.
  - (8) Issue Papers (also referred to as Major Issue Papers, Tier II Issue Papers, Cover Briefs).
  - (9) Proposed Military Department Program Reductions (or Program Offsets).
  - (10) Tentative Issue Decision Memoranda.
  - (11) Program Decision Memoranda.
  - (12) Budgeting Phase.
  - (13) Defense Program (formerly FYDP) documents for September Budget Estimate Submission and President's Budget Estimate submission including Procurement, RTD&E and Construction Annexes).
  - (14) Classified P1, R1 and C1.
  - (15) Program Budget Decisions and Defense Management Report Decisions.
  - (16) Reports Generated by the Automated Budget Review System (BRS).
  - (17) DD 1414 Base for Reprogramming.
  - (18) DD 1416 Report of Programs.
  - (19) Contract Award Reports.
  - (20) Congressional Data Sheets.
  - (21) Any other data or information identified by the Government as PPBS data or information. This definition includes all such documentation (whether published or unpublished), and equivalent published or unpublished PPBS data in whatever form produced and maintained by any service component.
- (b) The Contractor hereby agrees that it will not divulge any Planning, Programming and Budgeting System (PPBS) data made available to it under this contract to any individual (including other members of the contractor's organization), company or Government

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 54 of 94	FINAL
--------------------------------------	---------------	------------------	-------

representative, unless specific written authorization is received from the Contracting Officer. The Contractor also agrees that it will promptly notify the Contracting Officer of any attempt by any individual (including other members of the contractor's organization), company or Government representative to gain access to such PPBS data. Such notification shall include the name and organization, if available, of the individual (including other member's

of the contractor's organization), company or Government representative.

(c) Within fourteen calendar days of contract award, the Contractor shall submit to the Contracting Officer a statement describing the Contractor, its parent company and subsidiaries (if any), and any financial interests they have in current or future systems and services being acquired by the Navy.

(d) The Contractor shall require that all employees who have access to such data execute the

Following: "STATEMENT OF NONDISCLOSURE OF PPBS DATA," and submit these nondisclosure statements to the Contracting Officer prior to granting access to PPBS data to such employees:

I will not divulge Planning, Programming and Budgeting System (PPBS) Information available to me through Task Order (INSERT NUMBER) as the term PPBS is defined in Clause H-6 of that task order to anyone, including other employees of my corporation, without specific written authorization from the Contracting Officer. This restriction applies not only to information from PPBS documents, published or unpublished, but also to equivalent published or unpublished budget data in whatever form produced and maintained by the service components.

SIGNATURE \_\_\_\_\_

TYPED NAME \_\_\_\_\_

DATE \_\_\_\_\_

(e) In the event the Contractor, or any of its employees, agents, or subcontractors (or their employees, agents or subcontractors), fail to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the contract for which the Government reserves the right to avail itself of any or all of the following remedies:

(1) Terminate the contract for default in accordance with FAR § 52.249-6 ("Termination (Cost-Reimbursement)")(SEP 1996) or FAR § 52.249-8 ("Default (Fixed-Price Supply and Service"

(2) Include a discussion of such failure to comply with this clause in any evaluation by the

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 55 of 94	FINAL
--------------------------------------	---------------	------------------	-------

Government of the Contractor's performance of this contract created pursuant to FAR 42.15.

(3) resort to such other rights and remedies as provided for under this contract and under Federal law. Waiver of such rights by the Government for noncompliance shall not be construed as waiver for any successive noncompliance.

(f) Any subcontractor who is granted access to PPBS data shall be subject to the restrictions stated in subparagraphs (a) through (e) above. The Contractor shall notify the subcontractor that it is so subject. The Contractor agrees that the requirements of this clause shall be inserted in all subcontracts such that the restriction on disclosure of PPBS data shall apply to all subcontractors at any tier.

## **H-7 TECHNICAL INSTRUCTIONS**

(a) Performance of work hereunder may be subject to written technical instructions signed by the COR specified in Section G of this task order. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details and otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work descriptions.

(b) Technical instructions must be within the general scope of work stated in the task order. Technical instruction may not be used to: (1) assign additional work under the task order; (2) direct a change as defined in the "CHANGES" clause in this task order; (3) increase or decrease the task order price or estimated task order amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the task order.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the task order or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of the task order.

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 56 of 94	FINAL
--------------------------------------	---------------	------------------	-------

## H-8 ORGANIZATIONAL CONFLICT OF INTEREST

The HQ C-2-0037 Organizational Conflict of Interest (NAVSEA) (JUL 2000) clause in the basic SeaPort IDIQ contract is incorporated in this task order by reference.

## H-9 INFORMATION ASSURANCE CONTRACTOR TRAINING AND

### CERTIFICATION (252.239-7001) (JAN 2008)

(a) The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including—

(1) DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M; and

(2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.

(b) Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.

(c) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

## H-10 INFORMATION ASSURANCE AND PERSONNEL SECURITY REQUIREMENTS FOR ACCESSING NAVY ENTERPRISE RESOURCE PLANNING (ERP) MANAGEMENT SYSTEM (JAN 2009)

(a) Contractor personnel assigned to perform work under this contract may require access to

Navy Enterprise Resource Planning (Navy ERP) System. Prior to accessing any Navy ERP System, contractor personnel shall contact the applicable Navy, Marine Corps Internet (NMCI), Assistant Customer Technical Representative (ACTR) and obtain an NMCI account. ACTRs can be found on the NMCI Homeport website at: [https://nmcicustomerreporting/CTR\\_Lookup/index.asp](https://nmcicustomerreporting/CTR_Lookup/index.asp) Once an NMCI account has been established, the contractor shall submit a request for Navy ERP access and the role

required via the COR to the Competency Role Mapping POC. The COR will validate the need for access, ensure all prerequisites are completed, and with the assistance of the Role Mapping POC, identify the Computer Based Training requirements needed to perform the role assigned.

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 57 of 94	FINAL
--------------------------------------	---------------	------------------	-------

Items to have been completed prior to requesting a role for Navy ERP include: Systems Authorization Access Request (SAAR-N), DD Form 2875, Oct 2007, Annual Information Assurance (IA) training certificate and SF85P.

(b) For this procedure, reference to the COR shall mean the PCO for contracts that do not have a designated COR. For directions on completing the SF85P, the contractor is instructed to consult with their company's Security Manager. In order to maintain access to required systems, the contractor shall ensure completion of annual IA training, monitor expiration of requisite background investigations, and initiate reinvestigations as required.

(c) For DoD Information Assurance Awareness training, please use this site:

<http://iase.disa.mil/index2.html>

**DIRECTIONS:** On the right side under "IA Training:" select "IA Training Available Online". On the next page select the frame with "DoD Information Assurance Awareness". When the next page comes up, select "Launch DoD Information Assurance Awareness".

#### H-11 REIMBURSEMENT OF TRAVEL COSTS (JAN 2006)

##### (a) Contractor Request and Government Approval of Travel

Any travel under this contract must be specifically requested in writing, by the contractor prior to incurring any travel costs. If this contract is a definite or indefinite delivery contract, then the written Government authorization will be by task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order. If this contract is not a definite or indefinite delivery contract, then the written Government authorization will be by written notice of approval from the COR. The request shall include as a minimum, the following:

- (1) Contract number
- (2) Date, time, and place of proposed travel
- (3) Purpose of travel and how it relates to the contract
- (4) Contractor's estimated cost of travel
- (5) Name(s) of individual(s) traveling and;
- (6) A breakdown of estimated travel and per diem charges.

##### (b) General

(1) The costs for travel, subsistence, and lodging shall be reimbursed to the contractor only to the extent that it is necessary and authorized for performance of the work under this

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 58 of 94	FINAL
--------------------------------------	---------------	------------------	-------

contract. The costs for travel, subsistence, and lodging shall be reimbursed to the contractor in accordance with the Federal Acquisition Regulation (FAR) 31.205-46, which is incorporated by reference into this contract. As specified in FAR 31.205-46(a) (2), reimbursement for the costs incurred for lodging, meals and incidental expenses (as defined in the travel regulations cited subparagraphs (b)(1)(i) through (b)(1)(iii) below) shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the following:

(i) Federal Travel Regulation prescribed by the General Services Administration for travel in the contiguous 48 United States;

(ii) Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States; or

(iii) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in the travel regulations cited in subparagraphs (b)(1)(i) and (b)(1)(ii) above.

(2) Personnel in travel status from and to the contractor's place of business and designated work site or vice versa, shall be considered to be performing work under the contract, and contractor shall bill such travel time at the straight (regular) time rate; however, such billing shall not exceed eight hours per person for any one person while in travel status during one calendar day.

(c) Per Diem

(1) The contractor shall not be paid per diem for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Per diem shall not be paid on services performed at contractor's home facility and at any facility required by the contract, or at any location within a radius of 50 miles from the contractor's home facility and any facility required by this contract.

(2) Costs for subsistence and lodging shall be paid to the contractor only to the extent that overnight stay is necessary and authorized in writing by the Government for performance of the work under this contract per paragraph (a). When authorized, per diem shall be paid by the contractor to its employees at a rate not to exceed the rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and authorized in writing by the Government. The authorized per diem rate shall be the same as the prevailing locality per diem rate.

(3) Reimbursement to the contractor for per diem shall be limited to payments to employees not to exceed the authorized per diem and as authorized in writing by the Government per paragraph (a). Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel. The departure day from the Permanent Duty Station (PDS) and return day to the PDS shall be 75% of the applicable per

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 59 of 94	FINAL
--------------------------------------	---------------	------------------	-------

diem rate. The contractor shall retain supporting documentation for per diem paid to employees as evidence of actual payments, as required by the FAR 52.216-7 “Allowable Cost and Payment” clause of the contract.

(d) Transportation

(1) The contractor shall be paid on the basis of actual amounts paid to the extent that such transportation is necessary for the performance of work under the contract and is authorized in writing by the Government per paragraph (a).

(2) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed. Documentation must be provided to substantiate non-availability of coach or tourist if business or first class is proposed to accomplish travel requirements.

(3) When transportation by privately owned conveyance (POC) is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and is authorized in writing by the Government per paragraph (a).

(4) When transportation by privately owned (motor) vehicle (POV) is authorized, required travel of contractor personnel, that is not commuting travel, may be paid to the extent that it exceeds the normal commuting mileage of such employee. When an employee’s POV is used for travel between an employee’s residence or the Permanent Duty Station and one or more alternate work sites within the local area, the employee shall be paid mileage for the distance that exceeds the employee’s commuting distance.

(5) When transportation by a rental automobile, other special conveyance or public conveyance is authorized, the contractor shall be paid the rental and/or hiring charge and operating expenses incurred on official business (if not included in the rental or hiring charge). When the operating expenses are included in the rental or hiring charge, there should be a record of those expenses available to submit with the receipt. Examples of such operating expenses include: hiring charge (bus, streetcar or subway fares), gasoline and oil, parking, and tunnel tolls.

(6) Definitions:

(i) “Permanent Duty Station” (PDS) is the location of the employee’s permanent work assignment (i.e., the building or other place where the employee regularly reports for work.

(ii) “Privately Owned Conveyance” (POC) is any transportation mode used for the movement of persons from place to place, other than a Government conveyance or common carrier, including a conveyance loaned for a charge to, or rented at personal expense by, an employee for transportation while on travel when such rental conveyance has not been

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 60 of 94	FINAL
--------------------------------------	---------------	------------------	-------

authorized/approved as a Special Conveyance.

(iii) “Privately Owned (Motor) Vehicle (POV)” is any motor vehicle (including an automobile, light truck, van or pickup truck) owned by, or on a long-term lease (12 or more months) to, an employee or that employee’s dependent for the primary purpose of providing personal transportation, that:

(a) is self-propelled and licensed to travel on the public highways;

(b) is designed to carry passengers or goods; and

(c) has four or more wheels or is a motorcycle or moped.

(iv) “Special Conveyance” is commercially rented or hired vehicles other than a POC and other than those owned or under contract to an agency.

(v) “Public Conveyance” is local public transportation (e.g., bus, streetcar, subway, etc) or taxicab.

(iv) “Residence” is the fixed or permanent domicile of a person that can be reasonably justified as a bona fide residence.

EXAMPLE 1: Employee’s one way commuting distance to regular place of work is 7 miles. Employee drives from residence to an alternate work site, a distance of 18 miles. Upon completion of work, employee returns to residence, a distance of 18 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (14 miles). The employee is reimbursed for 22 miles ( $18 + 18 - 14 = 22$ ).

EXAMPLE 2: Employee’s one way commuting distance to regular place of work is 15 miles. Employee drives from residence to an alternate work site, a distance of 5 miles. Upon completion of work, employee returns to residence, a distance of 5 miles.

In this case, the employee is not entitled to be reimbursed for the travel performed (10 miles), since the distance traveled is less than the commuting distance (30 miles) to the regular place of work.

EXAMPLE 3: Employee’s one way commuting distance to regular place of work is 15 miles. Employee drives to regular place of work. Employee is required to travel to an alternate work site, a distance of 30 miles. Upon completion of work, employee returns to residence, a distance of 15 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (30 miles). The employee is reimbursed for 30 miles ( $15 + 30 + 15 - 30 = 30$ ).

EXAMPLE 4: Employee’s one way commuting distance to regular place of work is 12 miles. In the morning the employee drives to an alternate work site (45 miles). In the afternoon the employee returns to the regular place of work (67 miles). After completion of work, employee returns to residence, a distance of 12 miles.

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 61 of 94	FINAL
--------------------------------------	---------------	------------------	-------

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (24 miles). The employee is reimbursed for 100 miles ( $45 + 67 + 12 - 24 = 100$ ).

EXAMPLE 5: Employee's one way commuting distance to regular place of work is 35 miles. Employee drives to the regular place of work (35 miles). Later, the employee drives to alternate work site #1 (50 miles) and then to alternate work site #2 (25 miles). Employee then drives to residence (10 miles).

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal commuting distance (70 miles). The employee is reimbursed for 50 miles ( $35 + 50 + 25 + 10 - 70 = 50$ ).

EXAMPLE 6: Employee's one way commuting distance to regular place of work is 20 miles. Employee drives to the regular place of work (20 miles). Later, the employee drives to alternate work site #1 (10 miles) and then to alternate work site #2 (5 miles). Employee then drives to residence (2 miles).

In this case, the employee is not entitled to be reimbursed for the travel performed (37 miles), since the distance traveled is less than the commuting distance (40 miles) to the regular place of work.

## H-12 ENTERPRISE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Space and Naval Warfare Systems Command (SPAWAR) via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address

<https://doncmra.nmci.navy.mil>.

Reporting inputs (from contractors) will be for the labor executed during the period of performance during each Government Fiscal Year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at

<https://doncmra.nmci.navy.mil>."

## H-13 REQUIRED INFORMATION ASSURANCE AND PERSONNEL SECURITY REQUIREMENTS FOR ACCESSING GOVERNMENT INFORMATION SYSTEMS AND NONPUBLIC INFORMATION (AUG 2011) (5252.237-9603)

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 62 of 94	FINAL
--------------------------------------	---------------	------------------	-------

(a) Definition. As used in this clause, “sensitive information” includes:

(i) All types and forms of confidential business information, including financial information relating to a contractor’s pricing, rates, or costs, and program information relating to current or estimated budgets or schedules;

(ii) Source selection information, including bid and proposal information as defined in FAR 2.101 and FAR 3.104-4, and other information prohibited from disclosure by the Procurement Integrity Act (41USC 423);

(iii) Information properly marked as “business confidential,” “proprietary,” “procurement sensitive,” “source selection sensitive,” or other similar markings;

(iv) Other information designated as sensitive by the Space and Naval Warfare Systems Command

(SPAWAR).

(b) In the performance of the contract, the Contractor may receive or have access to information, including information in Government Information Systems and secure websites. Accessed information may include “sensitive information” or other information not previously made available to the public that would be competitively useful on current or future related procurements.

(c) Contractors are obligated to protect and safeguard from unauthorized disclosure all sensitive information to which they receive access in the performance of the contract, whether the information

comes from the Government or from third parties. The Contractor shall—

(i) Utilize accessed information and limit access to authorized users only for the purposes of performing the services as required by the contract, and not for any other purpose unless authorized;

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 63 of 94	FINAL
--------------------------------------	---------------	------------------	-------

(ii) Safeguard accessed information from unauthorized use and disclosure, and not discuss, divulge, or disclose any accessed information to any person or entity except those persons authorized to receive the information as required by the contract or as authorized by Federal statute, law, or regulation;

(iii) Inform authorized users requiring access in the performance of the contract regarding their obligation to utilize information only for the purposes specified in the contract and to safeguard information from unauthorized use and disclosure.

(iv) Execute an “Information Access Agreement – Contractor” non-disclosure agreement (see Attachment 4, and obtain and submit to the Contracting Officer a signed “Information Access Agreement – Employee” non-disclosure agreement for each employee prior to assignment;

(v) Notify the Contracting Officer in writing of any violation of the requirements in (i) through (iv)

above as soon as the violation is identified, no later than 24 hours. The notice shall include a description of the violation and the proposed actions to be taken, and shall include the business organization, other entity, or individual to whom the information was divulged.

(d) In the event that the Contractor inadvertently accesses or receives any information marked as “proprietary,” “procurement sensitive,” or “source selection sensitive,” or that, even if not properly marked otherwise indicates the Contractor may not be authorized to access such information, the Contractor shall (i) Notify the Contracting Officer; and (ii) Refrain from any further access until authorized in writing by the Contracting Officer.

(e) The requirements of this clause are in addition to any existing or subsequent Organizational Conflicts of Interest (OCI) requirements which may also be included in the contract, and are in addition to any personnel security or Information Assurance requirements, including Systems

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 64 of 94	FINAL
--------------------------------------	---------------	------------------	-------

Authorization Access Request (SAAR-N), DD Form 2875, Annual Information Assurance (IA) training certificate, SF85P, or other forms that may be required for access to Government Information Systems.

(f) Subcontracts. The Contractor shall insert paragraphs (a) through (f) of this clause in all subcontracts that may require access to sensitive information in the performance of the contract.

(g) Mitigation Plan. If requested by the Contracting Officer, the contractor shall submit, within 45

calendar days following execution of the "Information Access Agreement," a mitigation plan for Government approval, which shall be incorporated into the contract. At a minimum, the mitigation plan shall identify the Contractor's plan to implement the requirements of paragraph (c) above and shall include the use of a firewall to separate Contractor personnel requiring access to information in the performance of the contract from other Contractor personnel to ensure that the Contractor does not obtain any unfair competitive advantage with respect to any future Government requirements due to unequal access to information. A "firewall" may consist of organizational and physical separation;

facility and workspace access restrictions; information system access restrictions; and other data security measures identified, as appropriate. The Contractor shall respond promptly to all inquiries

regarding the mitigation plan. Failure to resolve any outstanding issues or obtain approval of the mitigation plan within 45 calendar days of its submission may result, at a minimum, in rejection of the plan and removal of any system access.

#### H- 14 NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE,

52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 65 of 94	FINAL
--------------------------------------	---------------	------------------	-------

SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination

of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBA's 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 66 of 94	FINAL
--------------------------------------	---------------	------------------	-------

## SECTION I CONTRACT CLAUSES

### I-1 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor on or before the expiration of the task order.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

### I-2 SUBCONTRACT (FAR 52.244-2)

(a) *Definitions.* As used in this clause—

“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contractor a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 67 of 94	FINAL
--------------------------------------	---------------	------------------	-------

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

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(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting -
  - (A) The principal elements of the subcontract price negotiations;
  - (B) The most significant considerations controlling establishment of initial or revised prices;
  - (C) The reason cost or pricing data were or were not required;
  - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
  - (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
  - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
  - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 68 of 94	FINAL
--------------------------------------	---------------	------------------	-------

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(TBD)

### ***Alternate I***

(e)(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c) or (d) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (e)(1)(i) through (e)(1)(iv) of this clause.

## **I-3 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (252.222-7006) (DEC 2010)**

(a) *Definitions.* As used in this clause—

“Covered subcontractor” means any entity that has a subcontract valued in excess of \$1 million, except a subcontract for the acquisition of commercial items, including commercially available off-the-shelf items.

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 69 of 94	FINAL
--------------------------------------	---------------	------------------	-------

“Subcontract” means any contract, as defined in Federal Acquisition Regulation subpart 2.1, to furnish supplies or services for performance of this contract or a higher-tier subcontract thereunder.

(b) The Contractor—

(1) Agrees not to—

(i) Enter into any agreement with any of its employees or independent contractors that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration—

(A) Any claim under title VII of the Civil Rights Act of 1964; or

(B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or

(ii) Take any action to enforce any provision of an existing agreement with an employee or independent contractor that mandates that the employee or independent contractor resolve through arbitration—

(A) Any claim under title VII of the Civil Rights Act of 1964; or

(B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and

(2) Certifies, by signature of the contract, that it requires each covered subcontractor to agree not to enter into, and not to take any action to enforce, any provision of any existing agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent contractor performing work related to such subcontract.

(c) The prohibitions of this clause do not apply with respect to a contractor’s or subcontractor’s agreements with employees or independent contractors that may not be enforced in a court of the United States.

(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) of this clause in accordance with Defense Federal Acquisition

Regulation Supplement 222.7404.

#### **I-4 CLAUSES INCORPORATED BY REFERENCE**

52.203-16 Preventing Personal Conflicts of Interest (DEC 2011)

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (AUG 2012)

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 70 of 94	FINAL
--------------------------------------	---------------	------------------	-------

52.219-6 Notice of Small Business Set-Aside (NOV 2011)

52.219-14 Limitations on Subcontracting (NOV 2011)

252.232-7003 (Jun 2012) Electronic Submission Of Payment Requests and Receiving Reports

252.239-7001 Information Assurance Contractor Training and Certification (JAN 2008)

252.242-7005 Contractor Business Systems (FEB 2012)

252.244-7001 Contractor Purchasing System Administration (JUN 2012)

252.245-7003 Contractor Property Management System Administration (APR 2012)

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 71 of 94	FINAL
--------------------------------------	---------------	------------------	-------

## SECTION J LIST OF ATTACHMENTS

### J-1 TASK ORDER ATTACHMENTS

Attachment No. 1A	Performance Work Statement (PWS)
Attachment No. 2A	CDRL A001 with 1 Attachment
Attachment No. 2B	CDRL A002
Attachment No. 2C	CDRL A003
Attachment No. 3A	Contract Security Classification Specification (DD254)
Attachment No. 4	Quality Assurance Surveillance Plan (QASP)
Attachment No. 5	Cost Summary Format (Prime Contractor)
Attachment No. 6	Cost Summary Format (Subcontractor)
Attachment No. 7	Relevant Experience Form
Attachment No. 8	Past Performance Questionnaire
Attachment No. 9	Personnel Matrix
Attachment No. 10A	Information Access Agreement – Company
Attachment No. 10B	Information Access Agreement – Employee
Attachment No. 11	Seaport-E Rating Guide

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 72 of 94	FINAL
--------------------------------------	---------------	------------------	-------

## SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

### SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

#### K-1 CERTIFICATIONS

The contractor's certifications incorporated in its basic contract are invoked and in full force for this task order.

#### K-2 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (DFARS 252.203-7005) (NOV 2011)

(a) *Definition. Covered DoD official* is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the offeror are presently

in compliance with—

(1) Defense Federal Acquisition Regulation Supplement (DFARS) 203.171-3 and DFARS 252.203-7000; and

(2) Other post-employment restrictions covered by 18 U.S.C. 207 and 5 CFR parts 2637 and 2631, including Federal Acquisition Regulation 3.104-2.

#### K-3 252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions.

As prescribed in [227.7103-3](#)(b), [227.7104](#)(e)(2), or [227.7203-3](#)(a), use the following provision:

#### IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE

#### RESTRICTIONS (JAN 2011)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation—

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a

contract under the Small Business Innovation Research Program, the Rights in

Noncommercial Technical Data and Computer Software--Small Business Innovation

Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 73 of 94	FINAL
--------------------------------------	---------------	------------------	-------

Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small

Business Innovation Research Program, the Rights in Noncommercial Technical Data

and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the

Small Business Innovation Research Program, the notification and identification

requirements do not apply to technical data or computer software that will be

generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of  
Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions* (LIST)*****	Basis for Assertion** (LIST)	Asserted Rights Category*** (LIST)	Name of Person Asserting Restrictions***** (LIST)
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\*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the software or documentation.

\*\*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain.

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 74 of 94	FINAL
--------------------------------------	---------------	------------------	-------

The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

\*\*\*Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

\*\*\*\*Corporation, individual, or other person, as appropriate.

\*\*\*\*\*Enter "none" when all data or software will be submitted without restrictions.

Date \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 75 of 94	FINAL
--------------------------------------	---------------	------------------	-------

## **SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**

### **L-1 INSTRUCTIONS TO OFFERORS**

(a) Definitions. As used in this provision --

“In writing” or “written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Proposals and modifications of proposals shall be uploaded electronically to the Auction Services Site in the SeaPort system under the appropriate solicitation number, in accordance with the Basic Contract Section H clause, H-5 TASK ORDER PROCESS, Section I, Electronic Processes. In the event that the SeaPort system is not operational, experiences technical difficulties, or a contractor is temporarily unable to access or use the system, the Contractor shall immediately notify the PCO in accordance with H-5, Section I (c) iv.

(2) A cover letter shall be submitted for the offeror and each subcontractor of the proposal and shall provide --

(i) The solicitation number;

(ii) The name, address, telephone and facsimile numbers, and E-mail address of the Offeror, DUNS and CAGE code;

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the Offeror's behalf with the Government in connection with

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 76 of 94	FINAL
--------------------------------------	---------------	------------------	-------

this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal.

(vi) Name of the Prime Contractor and Subcontractor's cognizant DCAA Branch Office that is responsible for auditing the company (i.e. must be where the company's financial records are kept), with the name, phone number, and E-mail address of a DCAA Point of Contact who is familiar with their company.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modification, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)

(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and -- (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or (3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation shall be the time/date stamp recorded by the Auction Services Site software at time of proposal upload.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. An Offeror or an authorized representative may withdraw proposals in person, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 77 of 94	FINAL
--------------------------------------	---------------	------------------	-------

(4) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(5) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(6) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(7) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified in the solicitation (unless a different period is proposed by the Offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall --

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal. If, however, a task order is awarded to this Offeror as a result of -- or in connection with -- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting task order. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Task Order award.

(1) The Government intends to award one Task Order from this solicitation to the responsible Offeror whose proposal is the most advantageous to the Government under the selection criteria set forth in Section M of the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a Task Order upon initial

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 78 of 94	FINAL
--------------------------------------	---------------	------------------	-------

proposals. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. However, in accordance with clause H-5 of the contract, TASK ORDER PROCESS, the Government may contact any or all or a limited number of awardees with questions concerning their responses as permitted under FAR Part 16.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the Offeror specifies otherwise in the proposal.

(6) Reserved.

(7) Exchanges with Offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered in evaluating performance or schedule risk.

(10) Task Order award shall be made in accordance with Basic Contract clause H-5 TASK ORDER PROCESS, Section I, paragraph (d).

## L-2 TASK ORDER PROPOSALS

(a) Proposal Format. The Technical Proposal shall be a separate file from the Cost Proposal. In order to maximize efficiency and minimize the time for proposal evaluation, Cost Proposals (for the Prime and all Subcontractors) shall be submitted in accordance with the MS Excel format and content provided in Attachment 5 (for the Prime) and Attachment 6 (for Subcontractors), with formulas intact. Offerors shall ensure the spreadsheets are fully accessible (not “read-only” or “PDF” files).

(b) Electronic Proposals. Electronic proposals shall be prepared so that, if printed, the proposal meets the following format requirements: 8.5 x 11 inch paper; single-spaced typed lines; 1 inch margins; 10-point Times New Roman font for text (does not apply to tables contained within the Technical Proposal or to required attachment submittals); Microsoft Office (MS) compatible format; all non-cost files named with .doc or .pdf file extension; no hyperlinks, graphics, or pictures are allowed. Descriptive file names shall be used for all files and attachments (e.g., “ABC Technical Proposal,” “ABC Attachment No. 5 Cost Proposal Format,” “ABC Subcontractor XYZ Attachment No. 6 Cost Proposal Format”).

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 79 of 94	FINAL
--------------------------------------	---------------	------------------	-------

In addition to the above format requirements, Technical Proposals may include a cover page, table of contents, and acronym list, which will not count against any stated page limitations. Informational charts such as tables, flowcharts, organizational charts, process charts, or other similar type informational charts may be used, but will be counted against stated page limitations. Offerors should assume the Government evaluators will be reviewing all submittals in a black and white format; therefore, Offerors are responsible for ensuring the legibility of all tables, charts, etc. when printed/copied using black and white printers/copiers. Supporting cost data provided may contain spreadsheets in MS Excel format, named with a .xls extension, with numbers rounded to two (2) decimal places. Offerors shall ensure that spreadsheets are legible when printed (i.e., not tiny print).

(c) Proposal Content–Offer. The completion and submission to the Government of an Offer shall indicate the Offeror’s unconditional agreement to the terms and conditions in this solicitation. The Offer consists of and shall include the following:

(1) COVER LETTER – Cover Letters shall be provided by the Offeror (Prime) and all Subcontractors. Cover letters shall reference the solicitation number and acknowledge that the Offeror is transmitting an offer in response to the solicitation. Cover letters shall identify all enclosures being transmitted as part of the proposal and shall include the Company Name, Address, Point of Contact with Telephone and Fax Number, E-mail Address, Contractor and Government Entity (CAGE) code, and DUNS number. Cover letters shall identify the DCMA and DCAA branch office responsible for auditing the company (i.e., office where the company’s financial records are kept) and shall provide the name, telephone number, and e-mail address of a DCMA and DCAA point of contact who is familiar with the company. Copies of the most current Forward Pricing Rate Agreement (FPRA), Forward Pricing Rate Recommendation (FPRR) or DCAA audit report for the Offeror’s Labor and Indirect Rates shall be attached, if available. Offerors are advised that they must have an adequate accounting system in order to be awarded a cost reimbursement contract. Cover letters shall include the report number and date of the cognizant DCAA office’s determination stating that the Offeror’s accounting system is adequate for the accumulation, reporting, and billing of costs under a cost reimbursement contract (attach a copy of the report). Offerors are also advised that they must have a disclosure statement which is determined current, accurate and complete by DCMA (FAR 42.302(a)(11)). Cover letters shall state proposal validity through 1 February 2014 and shall provide a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation.

(2) SECTION B – with estimated cost and fixed fee to be completed by Offeror.

(3) COST PROPOSAL – A Cost Plus Fixed Fee (CPFF) task order cost proposal shall be submitted. Offerors shall ensure that Cost Proposals (for the Prime and all Subcontractors) are submitted in accordance with Attachments 5 and 6 “Cost Summary Format” using the CPFF spreadsheets provided in MS Excel format with formulas intact. CLINs shall be separately priced and then rolled up to a task order total.

The Offeror (Prime) and each Subcontractor shall submit their Cost Proposals according to the following instructions:

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 80 of 94	FINAL
--------------------------------------	---------------	------------------	-------

(i) Offerors shall propose level of effort by labor category in accordance with the Government's estimated labor mix provided below. In the event that the Offeror's labor category designations do not align precisely with the Government labor category designations, Offerors may use their own labor category designations and provide a cross reference to the Government labor categories. (See clause C-9).

(ii) The total hours proposed for the Prime and all Subcontractors shall equal, at a minimum, the labor hours and categories provided below. Other labor categories and corresponding hours, if required to be charged as direct costs by the Offeror's accounting system, shall be proposed over and above the labor mix and level of effort prescribed below. The estimates below provide numbers of hours that the Government anticipates will be required during contract performance; however, actual contract performance may vary from this estimate. Accordingly, the Government cannot guarantee the contractor will perform the estimated hours shown for either the individual labor categories or the total estimated hours.

(iii) Offerors (Prime and each Subcontractor) shall submit a Personnel Matrix. The Offeror's Personnel Matrix shall include hours for the Prime and all Subcontractors. (See Attachment 9).

(iv) Offerors SHALL propose, at a minimum, hours for the below categories in accordance with the following:

<u>Base Year: FY14</u>	
Labor Category	Government Site Annual Hours
Program Manager	2,080
Deputy Program Manager	4,160
Project Administrator	4,160
Engineer	2,080
Sr. Logistician	2,080
Information Technology Specialist	2,080
Jr. Information Technology Specialist	4,160
Sr. Acquisition Specialist	20,800
Acquisition Specialist	27,040
Jr. Acquisition Specialist	6,240
Sr. Program Specialist	26,000
Program Specialist	35,360
Jr. Program Specialist	6,240
Sr. Contracts Specialist	12,480
Contracts Specialist	22,880
Jr. Contracts Specialist	8,320
Sr. Financial Specialist	12,480
Financial Specialist	27,040
Jr. Financial Specialist	6,240

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 81 of 94	FINAL
--------------------------------------	---------------	------------------	-------

Sr. PM Specialist	12,480
PM Specialist	29,120
Jr. PM Specialist	8,320
Sr. Administrative Specialist	8,320
Administrative Specialist	12,480
total	302,640

<u>Option Year: FY15</u>	
	Government Site Annual Hours
Labor Category	
Program Manager	2,080
Deputy Program Manager	4,160
Project Administrator	4,160
Engineer	0
Sr. Logistician	0
Information Technology Specialist	2,080
Jr. Information Technology Specialist	2,080
Sr. Acquisition Specialist	18,720
Acquisition Specialist	27,040
Jr. Acquisition Specialist	4,160
Sr. Program Specialist	21,840
Program Specialist	35,360
Jr. Program Specialist	6,240
Sr. Contracts Specialist	12,480
Contracts Specialist	24,960
Jr. Contracts Specialist	6,240
Sr. Financial Specialist	12,480
Financial Specialist	29,120
Jr. Financial Specialist	4,160
Sr. PM Specialist	16,640
PM Specialist	27,040
Jr. PM Specialist	4,160
Sr. Administrative Specialist	8,320
Administrative Specialist	10,400
total	283,920

<u>Option Year 2: FY16</u>	
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SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 82 of 94	FINAL
--------------------------------------	---------------	------------------	-------

Labor Category	Government Site Annual Hours
Program Manager	2,080
Deputy Program Manager	4,160
Project Administrator	4,160
Engineer	0
Sr. Logistician	0
Information Technology Specialist	2,080
Jr. Information Technology Specialist	2,080
Sr. Acquisition Specialist	18,720
Acquisition Specialist	27,040
Jr. Acquisition Specialist	4,160
Sr. Program Specialist	21,840
Program Specialist	35,360
Jr. Program Specialist	6,240
Sr. Contracts Specialist	12,480
Contracts Specialist	24,960
Jr. Contracts Specialist	6,240
Sr. Financial Specialist	12,480
Financial Specialist	29,120
Jr. Financial Specialist	4,160
Sr. PM Specialist	16,640
PM Specialist	27,040
Jr. PM Specialist	4,160
Sr. Administrative Specialist	8,320
Administrative Specialist	10,400
total	283,920

<u>Award Term 1: FY17</u>	
Labor Category	Government Site Annual Hours
Program Manager	2,080
Deputy Program Manager	4,160
Project Administrator	4,160
Engineer	0
Sr. Logistician	0
Information Technology Specialist	0

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 83 of 94	FINAL
--------------------------------------	---------------	------------------	-------

Jr. Information Technology Specialist	0
Sr. Acquisition Specialist	18,720
Acquisition Specialist	27,040
Jr. Acquisition Specialist	4,160
Sr. Program Specialist	21,840
Program Specialist	35,360
Jr. Program Specialist	6,240
Sr. Contracts Specialist	12,480
Contracts Specialist	24,960
Jr. Contracts Specialist	6,240
Sr. Financial Specialist	12,480
Financial Specialist	29,120
Jr. Financial Specialist	4,160
Sr. PM Specialist	16,640
PM Specialist	27,040
Jr. PM Specialist	4,160
Sr. Administrative Specialist	8,320
Administrative Specialist	10,400
total	279,760

<u>Award Term 2: FY18</u>	
Labor Category	Government Site Annual Hours
Program Manager	2,080
Deputy Program Manager	4,160
Project Administrator	4,160
Engineer	0
Sr. Logistician	0
Information Technology Specialist	0
Jr. Information Technology Specialist	0
Sr. Acquisition Specialist	18,720
Acquisition Specialist	27,040
Jr. Acquisition Specialist	4,160
Sr. Program Specialist	21,840
Program Specialist	35,360
Jr. Program Specialist	6,240
Sr. Contracts Specialist	12,480

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 84 of 94	FINAL
--------------------------------------	---------------	------------------	-------

Contracts Specialist	24,960
Jr. Contracts Specialist	6,240
Sr. Financial Specialist	12,480
Financial Specialist	29,120
Jr. Financial Specialist	4,160
Sr. PM Specialist	16,640
PM Specialist	27,040
Jr. PM Specialist	4,160
Sr. Administrative Specialist	8,320
Administrative Specialist	10,400
<b>Subtotal</b>	<b>279,760</b>

(v) Information provided shall be consistent with the Offeror's disclosed accounting practices and shall identify how the direct and indirect rates were derived. The Offeror shall identify the basis for the various cost elements for which each rate is applied. Each spreadsheet shall be formatted in Microsoft Excel and contain cells with working formulas intact and calculations rounded using two decimal places.

(vi) Offeror's (Prime and all Subcontractors) shall provide a summary description of the standard estimating system or methods utilized for the Cost Proposal. The summary description shall cover separately each major cost element (i.e., direct labor, direct labor escalation, indirect costs, and fixed fee). Offerors shall submit a copy of the most current Forward Pricing Rate Agreement (FPRA) or DCAA audit report on the Offeror's Labor, Indirect Rates, and Accounting System reviews, if available.

(A) Direct Labor. The straight time hourly rates shall use a forty-hour week for the conversion of salaried employees to the hourly basis and shall be exclusive of loading factors; e.g., vacation, sick leave, holidays, overhead, G&A, and fee. Offerors shall ensure that they utilize the annual salary divided by 2,080 hours to equal the unloaded direct hour labor rate. Offerors (Prime and all Subcontractors) shall identify on Attachments 5 and 6 (Cost Summary) the Current Actual Labor Rates. Offerors shall specify whether or not uncompensated overtime is included in their proposal for the Prime and all Subcontractors. (See Sections L-5 and M-3)

In order to verify the realism of the Offeror's proposed direct labor rates, all Offerors shall submit, as part of their Cost Proposal, documentation establishing the accuracy of their proposed direct labor rates. Acceptable documentation may include the following:

- (1) Payroll data (if proposing current, named employees)
- (2) Copies of signed Letters of Intent that indicate agreed upon annual salary (if proposing named, new hires)
- (3) Copies of current or prior fiscal year DCMA Forward Pricing Rate Agreement (FPRA) or Forward Pricing Rate Recommendation (FPRR)

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 85 of 94	FINAL
--------------------------------------	---------------	------------------	-------

(4) **Labor Category Averages.** If labor category averages are used, provide a detailed narrative and include the calculation used to establish that category average. Compare each category average to historical actuals or averages of that labor category (i.e. 3-5 years) where possible.

(5) **Comprehensive description.** If proposing rates that do not fall within one of the above criteria, provide a detailed, comprehensive description of the methodology used to establish the proposed direct rate. The description shall include both the source of the rate (i.e., where the rate was obtained) and a description of how the resulting rate was calculated. Merely stating that a “salary survey” or “market survey” was used is not sufficient.

(B) **Indirect Labor.** If the most current FPRA, FPRR or DCAA audit of the offeror's Indirect Rates are not available, historical indirect data, to include provisional rates, actual incurred rates, and annual incurred cost claims (if submitted), shall be provided for the three years prior to the Offeror’s current fiscal year. This data shall include the Offeror’s fringe benefit, overhead (on and off-site as applicable), General and Administrative (G&A), and Materials and Subcontracts (M&S) handling rates as applicable to the Offeror’s accounting system. If proposing indirect rates significantly different from recent incurred rates, Offers shall include a detailed explanation and supporting cost data (including budget information).

(C) **Other.** If Facilities Capital Cost of Money (FCCM) is proposed, Offerors shall submit a completed DD Form 1861 entitled "Contract Facilities Capital Cost of Money."

(D) **Accounting System.** In order to be awarded a cost reimbursement contract, a contractor must have an adequate accounting system. Offerors shall provide a copy of the report from the cognizant DCAA office stating that the Offeror’s accounting system is adequate for the accumulation, reporting, and billing of costs under a cost reimbursement contract. Offerors shall also provide their disclosure statement which is determined current, accurate and complete by DCMA (FAR 42.302(a)(11)).

(E) **Identification and Type of Subcontract.** The Offeror (Prime) shall provide a list of all Subcontractors by name and shall specify the type of subcontract (e.g., CPFF or Time and Material (T&M)).

(F) **Fee.** Fee may be proposed on both prime and subcontracted costs. Offerors shall ensure that the percentage rates proposed for Fixed Fee, Pass-Through Costs, and Direct Labor Escalation are no greater than the CAP percentage rates specified in the Offeror’s Basic Seaport Contract. The maximum fee rate shall flow down to all subcontractors/consultants included as part of the Prime Contractor’s proposal.

(G) **Totals.** Sum of all the above cost elements and fee. Offerors (Prime and all Subcontractors) shall provide spreadsheets for each of the following: Base year, Option 1, Option 2, Award Term 1, Award Term 2 and a spreadsheet of the total for all five (5) years. Offerors shall round to the closest dollar amount for their Section B total and shall ensure that MS Excel files, when printed, are legible (i.e. , not tiny print).

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 86 of 94	FINAL
--------------------------------------	---------------	------------------	-------

(vii) Other Direct Costs. Offerors shall include Other Direct Costs (ODCs) EXACTLY as specified below. It is anticipated that ODC costs will consist mainly of travel and incidental material costs. Indirect Costs associated with the specified ODCs shall be loaded on top of, not subtracted from, the specified costs. (See Attachment 5 for instructions on how to propose ODCs).

(viii) Subcontractor Costs. Each Subcontractor shall be addressed separately, and detailed cost information shall be provided in the same format as required for the Prime Contractor. Subcontractor fee is subject to the Fixed Fee CAP for the Prime Contractor. For Subcontractors that do not wish to provide detailed cost information to the Prime Contractor, the preferred method of submittal is via the Auction Services site. The “SeaPort Subcontractors User’s Guide,” available on the Auction Services site, provides guidance for Subcontractor submissions. In the event a Subcontractor is not registered on the Auction site and is unable to do so by the closing date and time of this solicitation, detailed cost information may be submitted via e-mail to Eva Hochman at [Eva.Hochman@navy.mil](mailto:Eva.Hochman@navy.mil) . Cost data provided separately by a Subcontractor must be received by the time and date specified for receipt of proposals.

**SUBCONTRACTORS ARE REQUIRED TO PROVIDE THE DCMA AND DCAA BRANCH OFFICE FOR THEIR COMPANY, WITH THE NAME AND PHONE NUMBER OF A DCAA POINT OF CONTACT WHO IS FAMILIAR WITH THEIR COMPANY.**

It is the Prime Contractor’s responsibility to ensure that each Subcontractor (with a proposed cost reimbursement contract) has an adequate accounting system. Subcontractors that do not have an adequate accounting system should be proposed as Firm Fixed Price (FFP) or Time and Material (T&M).

(ix) Notice of Organizational Conflict of Interest

(a) The offeror's attention is directed to FAR Subpart 9.5 as this solicitation contains a clause in Section H-8 relating to organizational conflicts of interest.

(b) If an actual or potential organizational conflict of interest exists or may arise in the future, prospective offerors shall furnish with their proposals all relevant information that bears on any existing or potential conflict of interest. Specifically, offerors shall address any involvement of the offeror or any proposed subcontractor at any tier in performing work for any PEO EIS program as a prime contractor or subcontractor at any tier, now or at any time in the future.

(4) **TECHNICAL PROPOSAL** – A “Best Value Trade Off” analysis will be used as the source selection methodology on this task order.

Factors are listed in descending order of importance

Factor 1. Corporate Experience

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 87 of 94	FINAL
--------------------------------------	---------------	------------------	-------

(7 pages max, 10 pt Times New Roman font, single-spaced, single-sided, 8.5" x 11" paper). The offeror shall describe its relevant experience in providing program, acquisition, contract, and business management support for programs relevant to those listed in the PWS. Relevant work is defined as work of similar nature, scope, magnitude and difficulty to that required by the task order solicitation. The experience description shall list the customers, number of years of experience, as well as the size and scope of past contracting efforts to include the ACAT level(s) of programs supported and dollar value of the efforts.

## Factor 2. Key Personnel

(4 resumes max, 1 resume per Key Personnel category) (2 pages max per resume 10 pt Times New Roman font, single-spaced, single-sided, 8.5" x 11" paper). The offeror shall submit resumes for all four (4) Key Personnel for the task order solicitation. Proposed key personnel must have experience supporting the type of work scope and organizations described in the PWS. Proposed key personnel shall not be "key" on another contract or task order, must be available at time of award and available to travel up to 20% per year. Resumes shall include, at a minimum but not limited to, the following information:

- Employee name
- Years of professional experience
- Current position/title
- Educational history
- Chronology of professional experience
- Current level of security clearance

Desired minimum key personnel qualifications include:

### (1) Program Manager (PM) - One (1) required with Secret clearance

- Ten (10) years Program Management experience with Navy or Department of Defense organizations.
- Three (3) years of this experience in direct support to acquisition program offices or similar organizations.
- Bachelor's degree from an accredited college or university (an additional 4 years of specialized expertise may be substituted for a Bachelor's degree). Degree preferably in Engineering, Systems Management, IT Systems Technologies, or Business Administration.

### (2) Lead support for Program Manager/Deputy Program Manager for PMW 205- One (1) required with Secret clearance

- Ten (10) years Program Management experience with Navy or Department of Defense organizations.
- Three (3) years of this experience in direct support to acquisition program offices or similar organizations. Preference for three (3) years of this experience in direct support of lifecycle development and/or management of a program office specializing in enterprise networks.

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 88 of 94	FINAL
--------------------------------------	---------------	------------------	-------

- Bachelor's degree from an accredited college or university (an additional 4 years of specialized expertise may be substituted for a Bachelor's degree). Degree preferably in Engineering, Systems Management, IT Systems Technologies, or Business Administration.

(3) Lead support for Program Manager/Deputy Program Manager for PMW220 and PEO-EIS-One (1) required with Secret clearance

- Ten (10) years Program Management experience with Navy or Department of Defense organizations.
- Three (3) years of this experience in direct support to acquisition program offices or similar organizations. Preference for three (3) years of this experience in direct support of a program office specializing in financial management and business IT systems.
- Bachelor's degree from an accredited college or university (an additional 4 years of specialized expertise may be substituted for a Bachelor's degree). Degree preferably in Engineering, Systems Management, IT Systems Technologies, or Business Administration.

(4) Senior Acquisition Specialist - One (1) required with Secret clearance

- Three (3) years experience with Department of Defense Acquisition Activities for ACAT I MAIS programs, acquisition policy and regulations.
- Two (2) years of this experience in direct support to acquisition program offices or similar organizations.
- Bachelor's degree from an accredited college or university (An additional 4 years of specialized expertise may be substituted for a Bachelor's degree). Degree preferably in Engineering, Systems Management, IT Systems Technologies, or Business Administration.
- DAWIA Level III certification in program management or Project Management Professional (PMP) certification.

### Factor 3. Management Approach

(7 pages max 10 pt Times New Roman font, single-spaced, single-sided, 8.5" x 11" paper). The offeror shall describe its proposed management approach to performing and managing the tasking required by the PWS. At a minimum, the offeror shall provide a detailed description of their (1) Overall Management and (2) Quality Assurance Approach. For the Overall Management Approach, the offeror shall describe the proposed management approach for accomplishing the tasking of the PWS which clearly demonstrates the organizational structure, lines of communication and overall management of work flow relevant to the tasking in the PWS. The offeror will identify the proposed subcontractors, the approach to subcontractor management and how the overall team will work in a coherent manner. For the Quality Assurance Approach, the offeror shall describe the proposed quality assurance approach which clearly demonstrates a detailed description of all methods, plan(s), processes or procedures to be utilized to ensure cost, quality and schedule requirements are met including an approach for selecting, retaining, supporting, and replacing personnel to ensure that personnel assigned are well-trained in order to minimize learning curve and ramp-up time. This Quality Assurance Approach shall include an approach to managing and solving performance problems brought to their attention by the government customer.

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 89 of 94	FINAL
--------------------------------------	---------------	------------------	-------

#### Factor 4. Past Performance:

The offeror shall submit three (3) Relevant Experience Forms of contracts issued in the past five years. (Note Attachment 7, Block 12 allows one additional page. Including the form cover sheet the maximum number of pages per reference is two. This total does not include the requested CPARS data.) If available the contractor shall attach the most recent Contractor Performance Assessment Reporting System (CPARS) evaluation (Block 15) for relevant corporate experience. ‘Relevant’ corporate experience is defined as: work of a similar technical nature, scope, size and complexity as that required by the Performance Work Statement (PWS).

If CPARS evaluations are unavailable, Offerors shall submit one (1) Past Performance Questionnaire (PPQ) (Attachment 8) per Relevant Experience, directly to the Technical Point of Contact (TPOC) listed in Block 9a/9b of the Relevant Experience Form (Attachment 7). Offerors should request that TPOCs return the Past Performance Questionnaires prior to the solicitation closing date directly to SPAWAR Contracts via e-mail to Eva Hochman at [eva.hochman@navy.mil](mailto:eva.hochman@navy.mil). However, the Government may consider past performance information received after this date and time.

This factor relates to the quality of the contractor’s relevant past performance. The Government reserves the right to use past performance information obtained from sources other than those identified by the offeror in the evaluation of past performance. The lack of a past performance record will result in a past performance assessment of “Unknown Confidence”, which will be neither favorable nor unfavorable to the offeror.

#### L-3 QUESTIONS

Offerors may submit questions requesting clarification of solicitation requirements via the Auction Services Site. It is requested that all questions be received by no later than 5 August 2013, as time may not permit responses to questions received after this. For proposal purposes, the estimated date performance will start for this Task Order is 01 December 2013.

#### L-4 INSTRUCTIONS FOR SUBMISSION OF OFFERS

Proposals must be submitted electronically no later than 12 August 2013 at 9:00 hours Pacific Time via the Auction Services Site. Offerors shall comply with the detailed instructions for the format and content of the proposal; proposals that do not comply with the detailed instructions for the format and content of the proposal may be considered non-responsive and may render the Offeror ineligible for award.

#### L-5 UNCOMPENSATED OVERTIME AND PROFESSIONAL EMPLOYEES

Proposals that include hourly rates for exempt employees which are based on more than a 2,080 work-year shall be identified as Uncompensated Overtime as defined in FAR 52.237-10 “Identification of Uncompensated Overtime” and evaluated in accordance with the “Uncompensated Overtime Evaluation” provision in Section M. Offerors are advised that the above plan will be used regardless of the methodology proposed or name given to the compensation plan (e.g. Total Time Accounting, Competitive Time Accounting, Compensated Overtime, or Standard Workweek). If an Offeror decides to include uncompensated effort in their

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 90 of 94	FINAL
--------------------------------------	---------------	------------------	-------

proposal, the following requirements shall be met and reflected in the proposal:

- (a) The Offeror must have an established cost accounting system, approved by the Administrative Contracting Officer at the Defense Contract Management Agency (DCMA) that records all hours worked, including uncompensated hours, for all employees, and regardless of contract type. Failure to meet this requirement may result in the proposal being removed from consideration for contract award.
- (b) Uncompensated hours, for all employees and regardless of contract type, shall be included in the Offeror's base for allocation of indirect costs and meet the requirements of Cost Accounting Standard (CAS) 418 "Allocation of Direct and Indirect Costs."
- (c) The proposal shall clearly identify hours of uncompensated effort proposed by labor category.
- (d) The proposal shall clearly identify the amount of uncompensated effort that will be performed without supervision and without support personnel and shall assess the productivity of such effort. Additionally, clearly identify the means by which the Offeror controls or schedules uncompensated overtime for its employees as well as where the uncompensated effort will be accomplished.
- (e) The proposal shall describe the extent to which employees are required or encouraged to perform uncompensated effort and the impact the use of uncompensated effort has on work effectiveness.
- (f) The proposal shall include a copy on the corporate policy addressing the uncompensated effort.
- (g) The proposal shall include a separate, complete, cost breakdown, to the same level of detail as the breakdown supporting the cost proposal. The breakdown shall include direct labor rates for all direct labor categories based on the division by 2,080 of exempt employees actual annual salary, to represent a standard (as deemed by Fair Labor Standards Act) 40-hour week or 2,080 hour standard year. In addition, the breakdown shall include overhead rates and other costs based on employees working a standard 40-hour workweek or a 2,080 hour standard year. **IT IS THIS COST BREAKDOWN THAT WILL BE USED TO PERFORM THE COST REALISM PORTION OF THE PROPOSAL EVALUATION**, unless the offeror provides documentation that it utilizes an accounting method that is acceptable under DCAA Contract Audit Manual § 6-410.4, or approved in writing by DCMA or DCAA, for excess hours worked by employees who are exempt from the Fair Labor Standards Act.
- (h) The requirements stated in paragraph (a) through (g) above shall be met for each subcontract which has uncompensated effort included in the proposal.

#### L-6 SERVICE OF PROTEST

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 91 of 94	FINAL
--------------------------------------	---------------	------------------	-------

Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Mr. David Bodner

PCO

Space and Naval Warfare Systems Command

701 South Courthouse road

Arlington, VA 22204

E-Mail: [david.bodner@navy.mil](mailto:david.bodner@navy.mil)

Phone: (703)-604-0315

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**L-7 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008) (FAR 52.211-14)**

Any contract awarded as a result of this solicitation will be [ ] DX rated order; [X] DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 92 of 94	FINAL
--------------------------------------	---------------	------------------	-------

## SECTION M EVALUATION FACTORS FOR AWARD

### M-1 SOURCE SELECTION METHODOLOGY

(a) It is the intention of the Navy to award one task order as a result of this solicitation in accordance with FAR 16.505. The Offeror's attention is directed to Section C, Competitive Ordering Process of Clause H-5 TASK ORDER PROCESS in the Basic SeaPort contract, which provides that the award will be made to that Offeror whose proposal is most advantageous to the Government under the selection criteria set forth in this Section M.

(b) The Government intends to evaluate proposals and award a contract without discussions with Offerors (excluding clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines discussions are necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the minimum number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. This task order will be awarded to the offer determined to provide the "best value" to the Government. Such offer may not necessarily be the proposal offering the lowest cost or receiving the highest technical rating.

**(c) Technical Evaluation.** Offerors will be evaluated on the following factors. Factors 1 through 4 are in descending order of importance. The non-cost factors, when combined, are significantly more important than cost.

#### Factor 1 Corporate Experience:

Evaluation Criteria: the Government will evaluate the extent to which the offeror demonstrates corporate experience relevant to successful performance of the requirements of the PWS. More weight will be given for experience with ACAT I Major Automated Information System (MAIS) programs than for experience with other programs.

#### Factor 2 Key Personnel:

Evaluation Criteria: the Government will evaluate the extent to which the proposed key personnel meet the desired minimum qualifications. Resumes will not be individually rated. The Government will consider the collective experience of all proposed key personnel in assessing a rating. While inability to meet one or more of the desired qualifications may result in evaluated weaknesses, it does not necessarily preclude an offeror from receiving a rating of acceptable or higher.

#### Factor 3 Management Approach:

Evaluation Criteria: the Government will evaluate the extent to which the offeror demonstrates an overall management of workflow capable of meeting the tasking of the PWS. The Government will evaluate the extent to which the offeror demonstrates a quality assurance approach which

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 93 of 94	FINAL
--------------------------------------	---------------	------------------	-------

ensures cost, quality, schedule and personnel requirements are met.

#### Factor 4 Past Performance:

Evaluation Criteria: See Attachment 11 SEAPORT-E Rating Guide

Any proposal rated as “Unacceptable” under any one of the above factors may be eliminated from award consideration.

(d) The importance of cost/price as an evaluation factor will increase with the degree of equality of the proposals in relation to the remaining evaluation factors. When the Offerors within the competitive range are considered essentially equal in terms of technical capability, or when cost/price is so significantly high as to diminish the value of the technical superiority to the Government, cost/price may become the determining factor for award. In summary, cost/technical trade-offs will be made, and the extent to which one may be sacrificed for the other is governed only by the tests of rationality and consistency with the established evaluation factors.

(e) For Factor 4 Past Performance, the Government will evaluate the extent to which the proposed past performance information is recent, relevant to the efforts described in the PWS, and furnished quality of services. For recency, currently ongoing performance will weigh most heavily. Performance within the past three (3) years will be considered recent. Performance within three (3) to five (5) years will be considered somewhat recent, and older than five (5) years will be considered not recent. For relevancy, the Government will consider the extent to which the services are similar in scope and magnitude of effort and complexities (for example, dollar value and breadth of work scope) to the PWS. For quality, the Government will evaluate the extent of customer satisfaction with the services previously provided, as documented on CPARS or PPQs, to make a judgment as to the likelihood of successful performance of the effort solicited. In accordance with FAR 15.305(a) (2), the Government may consider past performance information submitted by the Offeror, as well as from any other sources, when evaluating the Offeror’s past performance. In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror will not be evaluated favorably or unfavorably on past performance.

See Attachment 11 (“Seaport-e Ratings Guide”) for additional information regarding evaluation methodology. This evaluation will utilize Combined Technical/Risk Ratings for Factors 1, 2 and 3.

**(f)** Cost Evaluation will be based on an analysis of the realism and completeness of the cost data. Pertinent cost information will be used to arrive at the Government determination of the most probable cost to be incurred in the performance of this task order. Pertinent cost information may include, but is not limited to, DCMA and DCAA recommended rates for such costs as direct labor, overhead, G&A, etc. If proposed costs are considered to be unrealistic, including unrealistic labor and indirect rates, the offeror's proposed costs will be adjusted upward or downward to reflect more realistic costs. Based on such analysis, an evaluated cost for the offeror will be calculated to reflect the Government's estimate of the offeror's most probable

SOLICITATION NO. N00024-13-R-3217	AMENDMENT NO.	PAGE 94 of 94	FINAL
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costs. Evaluated cost to the Government which is an offeror's evaluated cost and the proposed fee, will be used in making an award determination. Offerors are cautioned that to the extent proposed costs appear unrealistic; the government may infer either a lack of understanding of the requirements, increased risk of performance, or lack of credibility on the part of the offeror. Priced options will be considered in making the award decision.

## **M-2 VALUATION OF OPTIONS (FAR 52.217-5) (JUL 1990) (VARIATION)**

The Government will evaluate offers for award purposes by adding the total cost and fixed fee for all options to the total cost and fixed fee for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

## **M-3 UNCOMPENSATED OVERTIME EVALUATION (DEC 1999)**

(a) The use of uncompensated overtime is defined in FAR 52.237-10 "Identification of Uncompensated Overtime" is discouraged by the Government. Based upon our assessment of the technical services required herein, it is unrealistic to expect long-term employees to continually work in excess of the industry norm of 40 hours per week. Therefore, the use of uncompensated overtime in this acquisition presents a significant risk to the Government.

(b) Offerors are advised that if uncompensated overtime is proposed, the alternate cost breakdown specified in paragraph (g) of Provision L-5 "Uncompensated Overtime and Professional Employees", will be used for cost evaluation purposes, unless the offeror provides documentation that it utilizes an accounting method that is acceptable under DCAA Contract Audit Manual § 6-410.4, or approved in writing by DCMA or DCAA, for excess hours worked by employees who are exempt from the Fair Labor Standards Act. **THUS, NO EVALUATION ADVANTAGE WILL RESULT WHEN UNCOMPENSATED OVERTIME IS PROPOSED.**

## **M-4 ZONE OF CONSIDERATION**

This Task Order is reserved for only those contractors, which have "Capital Zone" identified in Section B of the MAC contract. Proposals from other contractors will not be considered.

## **AWARD TERM CLAUSE**

## **AWARD TERM PLAN**